

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Tuesday, February 17, 2015, 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)** City Manager Report – Roger Kolman, City Manager
- F)** Mayor’s Report – Momodou Ceesay, Mayor
- G)** Council Comments
- H)** Public Comments
- I)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from February 2, 2015 meeting.
 - 2)** Discussion and possible action to approve RESOLUTION NO. 15-02-01, A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A PROJECT AGREEMENT FOR SIGNALIZATION AT THE INTERSECTION OF 121ST STREET AND US HWY 75 EXIT RAMP WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT), AND TO DEPOSIT LOCAL FUNDS WITH ODOT EQUIVALENT TO TWENTY-FIVE PERCENT OF THE ESTIMATED PROJECT COSTS.
(Lynn Burrow, Director of Community Development)
 - 3)** Discussion and possible action to approve, RESOLUTION NO. 15-02-02, A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO COLLECTION AGREEMENT WITH ABERDEEN ENTERPRIZES II, INC., FOR THE PURPOSE OF COLLECTING DELINQUENT ACCOUNTS RECEIVABLE BASED ON WARRANTS, CITATIONS, FINES AND COSTS ASSESSED BY THE GLENPOOL MUNICIPAL COURT.
(Lowell Peterson, City Attorney)

- 4) Discussion and possible action to approve RESOLUTION NO. 15-02-03, A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 4 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY THOUSAND SIX HUNDRED FORTY ONE DOLLARS (1,540,641) FOR THE PERFORMANCE OF A MASTER WATER STUDY AND THE DESIGN AND CONSTRUCTION OF AN ELEVATED WATER STORAGE TOWER ON PROPERTY BELONGING TO THE CITY AT 156TH STREET SOUTH, EAST OF US HIGHWAY 75, TULSA COUNTY, FOR THE PURPOSE OF FACILITATING FUTURE DEVELOPMENT OF THE CITY OF GLENPOOL TO THE SOUTH OF 151ST STREET SOUTH (STATE HIGHWAY 67), TULSA COUNTY.

(Roger Kolman, City Manager)

- 5) Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority City-Wide Water Distribution System Model and Report Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.

(Lynn Burrow, Director of Community Development)

- 6) Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority Water Storage Construction Documents Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.

(Lynn Burrow, Director of Community Development)

- 7) Discussion and possible action on Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut, to Lease Black Gold Park Concession Stand under the terms and conditions set forth therein.

(Lynn Burrow, Community Development Director)

- 8) Discussion only of proposed City of Glenpool Social Media Policy.

(Lowell Peterson, City Attorney)

- 7) Discussion only of proposed Ordinance to establish Parks and Recreation Department and to appoint a voluntary Parks and Recreation Advisory Board.

(Lowell Peterson, City Attorney)

J) Adjournment.

MINUTES

CITY COUNCIL MEETING

February 2, 2015

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; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief; and Paul Newton, Fire Chief.

Also present were: Rev. Jason Yarbrough, Glenpool First Baptist Church; and President Amy Rogers, Glenpool Chamber of Commerce.

- 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) Rev. Jason Yarbrough offered the Invocation.**
- D) Mayor Ceesay led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director**
 - Mrs. Reed highlighted the January events hosted at the Conference Center as well as the upcoming events and current financials.
 - Glenpool Conference Center is the proud recipient of the prestigious Wedding Wire Couple's Choice Award for 2015.
- F) Community Development Report -- Lynn Burrow, Community Development Director**
 - Mr. Burrow updated the Council on the multiple residential and commercial construction projects throughout the city.
 - He also pointed out that the number of building permits has increased significantly over one year ago.
- G) Chamber of Commerce Report - Amy Rogers, President**
 - Mrs. Rogers expressed her gratitude toward the City Council and staff for supporting the annual Chamber of Commerce banquet.
 - She reported on membership; upcoming events; and current financials.
- H) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman reminded Council that the Court Amnesty program began February 1 and some have already responded.

- City Streets and Parks crews have been actively cleaning brush and debris along Hwy 75 right-of-way. Mr. Kolman expressed his gratitude to the crews for the noticeable difference.
- Mr. Kolman reported that approximately 100 of the water utility customers which were impacted by the meter under-reads have contacted the utility staff to discuss their bills. Customers have been given an option of additional time to pay.
- Mr. Kolman will be taking one week vacation to coincide with Glenpool Public School's Spring Break.

I) Mayor Report – Momodou Ceesay, Mayor

- Mayor Ceesay attended the Muscogee Creek Nation State of the Union address. He reported that it was a very impressive event.

J) Council Comments

- None

K) Public Comments

- Debra Cutsor, Glenpool resident inquired about the status of the Sidewalk grant which the city applied for last year. Lynn Burrow, Community Development Director replied that the city had been awarded the grant and he will be meeting with ODOT next week to discuss the project.
- Richard Cutsor, Glenpool resident inquired about the formulation of a Park Board. Mr. Kolman replied that an ordinance to form a board should be scheduled later this month or in March.

L) Reading of Proclamation - Momodou Ceesay, Mayor

- Mayor Ceesay read a proclamation declaring April 11, 2015 as Northeast Oklahoma Square Dance Association Day.

M) Scheduled Business

1) Discussion and possible action to approve minutes from January 20, 2015 meeting.

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 authorize registration and related expenses for City Manager to attend ICSC Las Vegas, May 2015.

Roger Kolman, City Manager requested Council approval to attend the Conference. He invited Council thoughts regarding the number of Glenpool representation. Mayor Ceesay opined that this year made sense to send only the city manager, considering that Glenpool consultants will also be in attendance. However, he cautioned that in future years it may be necessary to send a representative from the city council as well.

MOTION: Councilor Agee moved, second by Vice Mayor Korb to authorize Roger Kolman, City Manager to attend 2015 ICSC in Las Vegas and pay all associated expenses.

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

AGAINST: None

Motion carried.

3) Discussion of proposed City of Glenpool Social Media Policy.

Lowell Peterson, City Attorney reviewed the draft policy with council. The policy will appear before council for action at a future meeting.

N) Adjournment.

- Meeting was adjourned at 6:55 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lynn Burrow, Community Development Director
Date: February 17, 2015
Subject: ODOT Project Agreement for Signalization of 121st and US 75 Ramp

Background:

As the Council is aware, the use of stop signs at the intersection of 121st South and the US Highway on and off ramps has been inadequate to handle the traffic flow. ODOT has agreed to provide Federal Aid Projects for participation in the signalization of that intersection for 75% of the final construction costs. The City will be required to contribute the balance of 25% of the *final* construction costs. In anticipation of the Project, the City will be required to deposit 25% of the *estimated* Project costs before the end of FY 2015. The attached Resolution signifies the approval by the Council of the Project Agreement and authorizes the deposit with ODOT of Project funds not to exceed \$50,000.00 at this time. That amount may be adjusted when the final construction costs are known. The Agreement also provides for the City to take ownership and maintenance responsibilities for the signal once the Project is completed.

Staff Recommendation:

I recommend that the Council adopt the attached Resolution and approve and authorize the City to execute the attached Agreement.

Attachments:

- Resolution No. 15-02-01
- ODOT Project Agreement

RESOLUTION NO. 15-02-01

A RESOLUTION OF THE CITY COUNCIL OF GLENPOOL, OKLAHOMA AUTHORIZING EXECUTION OF THAT CERTAIN “PROJECT AGREEMENT FOR FEDERAL AID PROGRAM PROJECT NUMBER HSIP-272B(087)TR, JOB PIECE NO. 31398(04), FOR THE INSTALLATION OF TRAFFIC SIGNALS AT THE US-75 NORTHBOUND RAMPS AND SH-117 (W. 121ST ST.) INTERSECTION IN THE CITY OF GLENPOOL, TULSA COUNTY, BY AND BETWEEN THE CITY OF GLENPOOL AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION,” (THE “PROJECT AGREEMENT”) AND AUTHORIZING THE CITY OF GLENPOOL TO DEPOSIT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION LOCAL FUNDS IN SUPPORT OF SUCH PROJECT EQUIVALENT TO TWENTY-FIVE PERCENT (25%) OF THE TOTAL ESTIMATED COST OF SAID PROJECT

WHEREAS, The Oklahoma State Department of Transportation (the Department) has completed a traffic study associated with the intersection of U.S. Highway No. 75 and State Highway No. 117 (121st Street South) in the City of Glenpool, Oklahoma, and the results of said study indicate that traffic control signalization improvements (the Project) are warranted at this location; and

WHEREAS, The City of Glenpool (the City) has provided to the Department a City of Glenpool Utility and Encroachment Affidavit representing that there are no utilities and no encroachments in conflict with the Project and that no additional rights-of-way or easements shall be necessary for construction of the Project; and

WHEREAS, The Department agrees pursuant to Section 5 of the captioned Project Agreement attached hereto and incorporated herein by reference that Federal-Aid Safety Transportation Program Project Funds shall be used to provide seventy five percent (75%) of the final construction costs of the Project; and

WHEREAS, The City agrees pursuant to Section 5 of the Project Agreement that local funds shall be used to provide its obligation to pay twenty five percent (25%) of the final construction costs of the Project; and

WHEREAS, The City agrees pursuant to Section 5 of the Project Agreement to deposit with the Department, prior to the advertisement for bids for the Project and prior to the end of the 2014-2015 fiscal year, an amount equivalent to twenty-five percent (25%) of the total estimated cost of the Project; and

WHEREAS, The City and the Department agree pursuant to Section 7 of the Project Agreement that final adjustments in the final construction costs of the Project will be made upon completion of the Project and the City agrees to provide any additional matching funds required to satisfy its agreed participation share of twenty-five percent (25%) of the final Project construction costs after auditing; and

WHEREAS, The City has engaged Traffic Engineering Consultants, Inc, to prepare all construction plans and specifications for the Project in accordance with applicable Department policies, design standards, and construction specifications, and the City has agreed to pay all costs associated with such preparation of construction plans and specifications; and

WHEREAS, The estimated total construction cost of the Project is \$162,106.48 and twenty-five percent of that amount is \$40,526.62; and

WHEREAS, pursuant to Section 11 of the Project Agreement, the City agrees that, upon completion of construction of the Project, final inspection of the Project and acceptance of the Project by the Department, the City will be responsible for the maintenance and operation costs of all traffic signal equipment erected and installed pursuant to the Project Agreement and all devices appurtenant thereto to a level of service acceptable to the Department.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Glenpool, Oklahoma THAT:

§ 1. The City agrees to be bound by all obligations set forth in the Project Agreement attached hereto and incorporated herein by reference.

§ 2. The City hereby authorizes the Mayor of the City of Glenpool to execute said Project Agreement on behalf of the City of Glenpool and thereby to signify acceptance of all its terms and conditions.

§ 3. The City hereby authorizes a deposit with the Department, pursuant to instructions from the Department, of an amount equivalent to twenty-five percent of the total estimated construction costs for the Project, not to exceed \$50,000.00.

§ 4. The City hereby authorizes the City Manager or his designee to take all such other actions as are necessary to implement the Project Agreement in accordance with the intent of this Resolution.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Glenpool and duly signed by the Mayor this 17th day of February 2015.

THE CITY OF GLENPOOL, OKLAHOMA

By: _____
Momodou Ceesay, Mayor

ATTEST:

By: _____
Susan White, City Clerk

APPROVED AS TO FORM:

By: _____
Lowell Peterson, City Attorney

PROJECT AGREEMENT

FOR

FEDERAL-AID PROGRAM

PROJECT NUMBER HSIP-272B(087)TR

JOB PIECE NO. 31398(04)

FOR THE INSTALLATION OF TRAFFIC SIGNALS

AT THE US-75 NORTHBOUND RAMPS AND SH-117 (W. 121ST ST.) INTERSECTION

IN THE CITY OF GLENPOOL

TULSA COUNTY

BY AND BETWEEN

THE CITY OF GLENPOOL

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Glenpool, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the CITY proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of AUGUST 2014, authorizing State apportioned Federal-Aid Project funds for participation in the project for traffic improvements in the CITY of GLENPOOL designated as Federal-Aid Project HSIP-272B(087)TR, JP 31398(04) consisting of the actual traffic improvements as follows:

1. Traffic Signals at the Intersection of US-75 NB RAMPS & W. 121ST ST. in the CITY of GLENPOOL, TULSA County

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2009 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water management plan (SWMP) sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT shall require the contractor to file a Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site and to develop if required a Stormwater Pollution Prevention Plan (SWPPP).
3. That prior to the DEPARTMENT's advertising for bids or otherwise authorizing work on said project, the CITY agrees to furnish without cost to the DEPARTMENT all rights-of-way needed for the construction of said project, free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.

The CITY further agrees that it shall cause the adjustment or relocation of public or private utility facilities occupying the rights-of-way for said project, provided the

adjustment or relocation of same is needed to accommodate construction of the project; the CITY further agrees that it shall accomplish said utility adjustment or relocation at the sole expense of the CITY, except in those cases in which the owner of said utility facility is required by law to assume the cost thereof.

4. The CITY agrees to acquire legal title to said rights-of-way in the name of the CITY; that all such acquisition of rights-of-way shall be carried out and evidenced by written instruments, such as deeds, written easements, condemnation orders or judgements and that the same shall be recorded in the Office of the County Clerk as provided by law. The CITY shall furnish the DEPARTMENT's Office of Land Acquisition with true and correct copies of all written right-of-way instruments and each copy of such instrument shall be certified by the County Clerk as true and correct copy thereof and shall bear the book and page number showing where the same is recorded and the exact date and time of recording thereof. The CITY shall convey to the DEPARTMENT, by deed or easement, all right-of-way acquired for a project located on the State Highway System. The CITY shall defend the title in and to all of such rights-of-way at the sole expense of the CITY; and the CITY hereby agrees to indemnify and save harmless the DEPARTMENT from any and all claims, demands, suits or causes of action, whether the same be at law or in equity, for damages or just compensation or otherwise, arising from or in any way connected with the CITY's acquisition or failure to acquire said lands, or arising from or connected with the construction of the project by the DEPARTMENT upon said lands.
5. The DEPARTMENT agrees that Federal-Aid Safety Transportation Program

Project Funds shall be used to provide 75% of the final construction costs. The CITY agrees that local funds shall be used to provide their obligation of 25% of the final construction cost. The CITY shall deposit with the DEPARTMENT prior to the advertisement for bids and prior to the end of the current fiscal year, 25% of the total estimated cost.

6. Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Federal Highway Administration, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this AGREEMENT, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all Federal laws, regulations, orders, approvals as may be applicable hereto.
7. The CITY and DEPARTMENT agree that final adjustments in the final cost will be made upon completion of the project.
8. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
9. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to this AGREEMENT.
10. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual

written consent of the DEPARTMENT and the CITY.

11. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all traffic signal equipment erected and installed pursuant to this agreement and all devices appurtenant thereto.
12. The CITY hereby agrees to periodically review the adequacy of the aforesaid project to insure the safety of the traveling public and should the CITY determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
13. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
14. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the traffic signal installation is ten (10) years old or older. If the installation is less than ten years old:
 - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 75% of the original equipment costs only, amortized for a ten (10) year service life for the traffic signals,

IN WITNESS WHEREOF, the Chief Engineer of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the _____ day of _____, 20__, and the STATE on the _____ day of _____, 20__.

THE CITY OF GLENPOOL

BY: _____
Mayor

ATTEST:

Title

APPROVED AS TO FORM AND LEGALITY

BY: _____
CITY Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

BY: _____
Division Engineer



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell L. Peterson, City Attorney
Date: February 17, 2015
Subject: Council Resolution, Designation of Agent for Municipal Collection Services

Background:

Title 11 § 22-138 of the Oklahoma Statutes allows any municipality to authorize the addition of a collection fee of up to 35 % of the amount a defendant (in the case of warrants and citations) owes the municipality for penalties, costs, fines and fees in cases in municipal court in which the accused has failed to appear or failed to satisfy a monetary obligation ordered by the court. The collection fee is authorized to cover the costs of utilizing a collection service. Under the statute, the City Council must authorize the use of such a collection service and approve the contract. The agreement must also be reviewed and approved by the municipal judge.

Staff Recommendation:

The City Council approved a contract with AMS, American Municipal Services, for the purpose of performing the authorized collection services on December 14, 2009. Over the past five years, AMS has been helpful in increasing the City's collection rate on delinquent municipal court accounts. However, Aberdeen Enterprizes II, Inc., has come to us with recommendations from 12 other municipalities who have used their services and are quite satisfied, to include Yukon, Waurika and Kiowa. Like AMS, Aberdeen requires no guarantee of a minimum number of referrals, grants indemnity to the City from any liability associated with their collection methods, is reportedly friendly and efficient, and gets results. They promise a prompt turn around and, perhaps most advantageous, they have a local office whereas AMS is in Texas.

Staff considers it prudent for the Council to authorize the City Manager to enter into the Aberdeen collection agreement for the purpose of collecting on delinquent warrants, citations, fines and costs assessed by the Municipal Court.

Attachments:

- Proposed Corporate Resolution
- Proposed Collection Agreement

CORPORATE RESOLUTION NO. 15-02-02 OF THE CITY OF GLENPOOL
AUTHORIZING THE CITY TO ENTER INTO COLLECTION AGREEMENT
WITH ABERDEEN ENTERPRISES II, INC., FOR THE PURPOSE OF
COLLECTING DELINQUENT ACCOUNTS RECEIVABLE BASED ON
WARRANTS, CITATIONS, FINES AND COSTS ASSESSED BY THE
GLENPOOL MUNICIPAL COURT

WHEREAS, the City of Glenpool is presently the holder of uncollected municipal accounts receivable, including unpaid municipal court penalties, costs, fines, fee and such other sums or charges as may be due the City from persons accused of misdemeanors and ordered by the municipal court to appear or to pay such amounts; and

WHEREAS, Title 11 § 22-138 of the Oklahoma Statutes allows the City of Glenpool to authorize the addition of a collection fee of up to 35 % to be added to the amount a debtor defendant owes the City to cover the costs of utilizing a collection service; and

WHEREAS, agreements for that purpose require the approval of the City Council and the approval of the presiding judge of the Glenpool Municipal Court; and

WHEREAS, the presiding judge of the Glenpool Municipal Court has indicated his approval of the proposed collection agreement on the copy of such agreement attached to and incorporated in this Resolution and has ordered defendants to reimburse the collection fee paid to the collection agency as provided herein.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. That the City Council hereby authorizes the imposition of a collection fee of up to 35% of the base amount to be added to any accounts receivable arising from court fines, costs and/or fees assessed against warrants or citations issued by or within the jurisdiction of the Glenpool Municipal Court and sent to a collection service for collection.

§ 2. That the City Council hereby authorizes the municipal court to impose such collection fees to be added to any of its fines, penalties, costs, citations, warrants or any debts of any description owed to the court that are sent to a collection service for collection as are allowed by Title 11 § 22-183 of the Oklahoma Statutes.

§ 3. That the City Council hereby authorizes the City Manager to execute on behalf of the City the collection agreement attached hereto and incorporated by reference herein and such supporting documents as may be necessary to implement the utilization of Aberdeen Enterprises II, Inc., for the collection services described in Sections 1 and 2 of this Resolution.

§ 4. That 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 17th day of February 2015.

Momodou Ceesay, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

COLLECTION AGREEMENT
(Citations, Warrants, Fines & Court Costs)

This Agreement is made between the City of Glenpool ("Glenpool") and Aberdeen Enterprizes II, Inc., an Oklahoma Corporation ("Aberdeen"), for cost administration and revenue enhancement of outstanding obligations due Glenpool.

RECITALS

1. That Glenpool has a need for assistance in cost administration and revenue enhancement services related to operations of the Glenpool Municipal Court and the office of the Court Clerk, all in the ordinary course of Glenpool's business.
2. That Aberdeen is in the business of providing cost administration and revenue enhancement services to cities such as Glenpool.
3. That therefore, the parties desire to enter into this Agreement under the following terms and conditions:

TERMS and CONDITIONS

- A. Agreement Term:
 1. This Agreement shall be effective on the date it is approved and executed by a duly authorized representative of Glenpool, and shall remain in effect for a period of two (2) years with the option, by mutual agreement of the parties, to renew for two (2) additional one (1) year periods; provided that, under no circumstance shall Glenpool or any of its agents, employees or officers become financially indebted to Aberdeen by operation of this Agreement, unless otherwise expressly set forth in this Agreement.
 2. Termination of Agreement
 - a. Glenpool may terminate this Agreement due to material breach by Aberdeen, as determined by Glenpool, which shall include, but not necessarily be limited to:
 - Failure to provide required periodic statements;
 - Failure to provide required quality and frequency of service;
 - Collections are below the industry norm;
 - Failure to implement the collection practices set out in Section B.4. of this Agreement;

- Failure to comply with any other material terms of this Agreement, materiality to be determined solely by Glenpool in its discretion.
- b. Glenpool shall provide Aberdeen with thirty (30) calendar days' written notice of material breach, as set forth in Section A.2.a. above. If Aberdeen fails to cease and desist from any actions that are in material breach of this Agreement, or fails to commence any actions required by this Agreement, and fails to make arrangements with Glenpool for the timely and satisfactory correction of its breach within the thirty (30) day notice period, Glenpool may terminate the Agreement at any time after the expiration of the notice period by giving Aberdeen notification of its intent to terminate this Agreement as of a stated date, in writing, by registered or certified mail.
- c. Should Glenpool breach any terms or provisions of this Agreement, Aberdeen shall provide Glenpool with thirty (30) calendar days' written notice setting forth the alleged breach and demanding compliance with the Agreement. Unless within thirty (30) calendar days after receiving such notice or the allegations shall be contested or such breach shall cease and arrangements made for corrections, Aberdeen may terminate the Agreement at any time after the expiration of the notice period by giving Glenpool notification of its intent to terminate this Agreement as of a stated date, in writing, by registered or certified mail.
- e. In the event of Agreement termination by either party, Aberdeen shall discontinue collection action on referred accounts as of the Agreement termination date provided by notice. When Aberdeen thus discontinues collection efforts, all referrals uncompleted and all monies due but not yet paid at such time shall be transmitted to Glenpool within fifteen (15) days after the Agreement termination date. Aberdeen shall apprise Glenpool of the current status of each referral being returned. Any monies received by Aberdeen on behalf of Glenpool after the Agreement termination date shall be forwarded immediately to Glenpool and shall not be subject to the collection fee otherwise applicable.

B. Placement of Accounts

1. Aberdeen shall accept delinquent accounts attributable to unpaid citations, warrant fees, fines, court costs and similar obligations referred by Glenpool under the terms of this Agreement.
2. Glenpool shall submit said accounts to Aberdeen in an electronic format that conforms to the example attached hereto and incorporated herein as Attachment A.
3. No minimum number or dollar amount of accounts that will be referred to Aberdeen is guaranteed or warranted by Glenpool.

4. Aberdeen will use its best efforts to provide effective cost administration and revenue enhancement, to include collection of said accounts utilizing means legal, necessary and proper. More particularly, although the type of debt Glenpool will send Aberdeen is exempt from the provisions of the Fair Debt Collection Practices Act ("FDCPA"), Aberdeen agrees to act consistently with the applicable spirit of the FDCPA. Specifically, Aberdeen agrees to:
 - a. Skip trace those accounts where it is determined a good address is not known;
 - b. To send each defendant a sufficient number of letters to ensure as much contact as reasonably needed for collection efficiency, and to contact each defendant by telephone in an effort to have the defendant pay any fine and or court costs due to Glenpool;
 - c. Limit all telephone calls to between the hours of 8:00 am and 8:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays.
 - d. All contacts between Aberdeen staff and defendants are to be by telephone or by mail, provided that payment in person at any Aberdeen office is permitted. No personal contacts are otherwise to occur. Aberdeen agrees to honor any defendant's request to contact the defendant only during specified hours, or at a specified location.
5. Glenpool shall provide information needed for collection of accounts through the collective efforts of the Glenpool Police Department and the Court Clerk's Office. Glenpool acknowledges that Aberdeen will rely on the information provided by Glenpool and from various databases to which Aberdeen has access. Aberdeen agrees that any and all information provided by or through Glenpool shall remain confidential in all respects.
6. Glenpool shall provide to Aberdeen weekly updates of (a) additional costs that have been assessed against any account; and (b) amounts to be deducted from any account for credit that has been given the defendant for time served.
7. Aberdeen agrees to return to Glenpool, at no charge, accounts referred in error. Such accounts will generally occur when the defendant does not have a balance due at the time of referral.
8. Aberdeen shall suspend collection activity and shall return any account, at no charge when Glenpool notifies Aberdeen that the account has become involved in litigation. Aberdeen shall not represent Glenpool in any bankruptcy matter unless authorized to do so on a case by case basis.
9. Glenpool agrees to notify Aberdeen upon payment by the defendant of the full amount due, including collection fee, on accounts for which the defendant pays the amount due directly to Glenpool. Upon placement of an account with Aberdeen for collection, Glenpool agrees to collect and

remit the collection fee to Aberdeen without respect to whether Aberdeen has or has not commenced any collection efforts.

C. Distribution of Collected Funds

1. Glenpool shall refer for collection to Aberdeen 100% of the amounts due on all delinquent accounts it refers to Aberdeen ("base amount") plus an additional amount due representing 35% of the base amount ("collection fee").
2. Aberdeen shall exercise its best efforts to collect from each defendant debtor an amount equivalent to 135% of the base amount (the "enhanced amount").
3. Aberdeen shall arrange for all defendant debtors on accounts referred by Glenpool to send their payments directly to Aberdeen and shall deposit 100% of funds collected (*i.e.*, 100% of the enhanced amount) into a trust account that shall be disbursed to Glenpool twice monthly, on the first and fifteenth, plus three days for credit card processing. The disbursement will be accompanied by a trust account statement detailing the name of the debtor, the account to which the payment was applied, the date of the payment, the amount of the payment and the pro-rata division of the funds between the parties as follows:
 - a. Glenpool shall retain all (100% of) monies that are collected on the base amount by Aberdeen (*i.e.*, an amount equivalent to 74.074% (100/135) of the enhanced amount of funds collected by Aberdeen).
 - b. Glenpool shall pay to Aberdeen the 35% collection fee (*i.e.*, 25.926% (35/135) of the enhanced amount of funds collected by Aberdeen). Glenpool may pay Aberdeen once monthly.
 - c. This pro rata division of payments received shall be calculated and distributed as set forth, whether total or partial payments are received by Aberdeen.
 - d. The foregoing percentages (100/135 of enhanced amount collected to be retained by Glenpool and 35/135 of the enhanced amount collected to be remitted to Aberdeen) represents both the partial payment and total payment multiplier which equals the proper distribution, thereby allowing Glenpool to receive 100% of the base amount and Aberdeen to receive the collection fee equivalent to 35% of the base amount.
 - e. Once an account has been placed with Aberdeen for collection and Aberdeen has commenced its collection activities to receive the enhanced amount (135% of base amount due), all monies received by Glenpool on that account, whether deposited semi-monthly by Aberdeen as set forth above or paid directly to Glenpool by a defendant debtor, shall be distributed according to the above

distribution as set out, which includes all payments made through Aberdeen, or any balance reduction from any source, except non-monetary credit for time served. That is, in the event a defendant debtor makes a payment directly to Glenpool of the enhanced amount of any account (135% of base amount), whether in person or by mail or credit card, on an account that Aberdeen is in the process of collecting, Glenpool will notify Aberdeen of such payment and will remit the amount of the collection fee (35% of the base amount) to Aberdeen just as though the enhanced amount had been paid to Aberdeen.

- f. Any amounts received by Aberdeen that are in excess of the enhanced amount which is due and payable are overpayments and shall be returned to the defendant debtor. Aberdeen shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.
- g. Glenpool agrees that Aberdeen may offer to the debtor the opportunity to pay by electronic means by "e-check" or credit card over the phone or online, when making payments. The charges associated with the convenience of paying by electronic means are for a convenience that, if the debtor uses that procedure, shall be chargeable to the debtor with notice.

D. General Requirements of Agreement:

- 1. Collection Activity Report. Aberdeen shall, by way of the client portal over a secured internet connection, provide to Glenpool daily status reports of information regarding activity on defendant debtor accounts on a real time basis. This information shall include monies deposited on behalf of Glenpool into Aberdeen's trust account referenced in Section C.3. of this Agreement, account status and other relevant information.
- 2. Miscellaneous Conditions
 - a. It is specifically understood and agreed that such terms and conditions relative to collection services which are not herein covered may be added to or excluded from this Agreement by the parties without voiding in any manner the provisions of the existing Agreement. Such additional or deleted terms and conditions shall be furnished by Aberdeen or Glenpool, respectively, along with such additional consideration as mutually agreed upon, as is necessary to make the Agreement amended thereby legally enforceable.
 - b. In carrying out any provision of the Agreement or in exercising any power or authority granted to Aberdeen hereby, there shall be no personal or corporate liability incurred by Glenpool, except that which is their obligation and that which is expressly assumed by Glenpool in the text of this Agreement.

- c. Any action of Aberdeen which is in violation of the terms and conditions set forth in this Agreement or any added terms and conditions, and which causes actual damage to Glenpool, shall be recoverable from Aberdeen based upon actual or consequential losses incurred due to such violation by Aberdeen.
 - d. Aberdeen shall be financially responsible for obtaining all required permits, licenses, and bonding necessary to comply with all applicable municipal, county, state and federal laws and regulations, and assume liability for all applicable taxes.
 - e. All expenses incurred by Aberdeen in the collection process, including for labor, postage, telephone, skipping tracing, legal fees, etc., shall be paid by Aberdeen from amounts Aberdeen receives as the collection fee.
 - f. Aberdeen is an independent contractor and is not in any way considered an employee, agent or representative of Glenpool
 - g. As an addendum to this Agreement and necessary for the effectiveness of this Agreement, Aberdeen shall provide Glenpool with an executed original of the Indemnification Agreement attached hereto and incorporated herein as Attachment B.
3. Notices. All notices shall be mailed under this agreement by certified mail to the attention of the person below listed.

- a. The City of Glenpool
P.O. Box 70
Glenpool, OK 74033
Attention: City Clerk
- b. Aberdeen Enterprizes II, Inc.
4143 E 31 Street
Tulsa, Ok 74135
Attention: Rob Shofner

In Witness Whereof, the parties hereto have set their hands on this _____ day of _____, 20____.

City of Glenpool, Oklahoma

By _____
Roger Kolman, City Manager

Date

Attest:

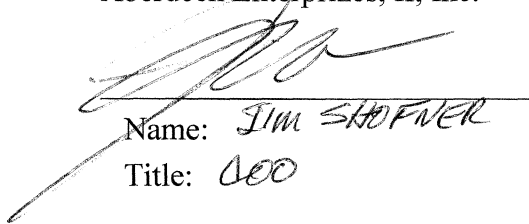
Susan White, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

Aberdeen Enterprizes, II, Inc.



Name:

JIM SKOFNER

Title:

CEO

Attachment A

[Sample of submission of delinquent defendant debtor account in electronic format.]

Attachment B

INDEMNIFICATION AGREEMENT

WHEREAS, Aberdeen Enterprises II, Inc., ("Aberdeen") has agreed, in accordance with the Collection Agreement to which this Indemnification Agreement serves as Attachment B, to use its best efforts to collect certain delinquent accounts due the City of Glenpool ("Glenpool") in connection with citations, warrants, fines and court costs ("accounts"); and

WHEREAS, Glenpool desires to be released from and indemnified from any and all liability from the actions of Aberdeen, its employees, staff, officers, and agents in the collection of such accounts; and,

WHEREAS, Aberdeen, in order to obtain the business of collecting such accounts and in consideration of the collection fee provided by the Collection Agreement, is agreeable to indemnify Glenpool from any such liability.

IN CONSIDERATION THEREOF, THEREFORE, Aberdeen agrees to indemnify, defend and hold harmless Glenpool from and against any and all losses, claims, demands, damages, suits or actions, of whatever type or nature, arising from, or in any way resulting from, or in any way connected with, any activity of Aberdeen or its agents, attorneys, servants or employees in the handling and/or collecting of such accounts.

In Witness Whereof, the parties hereto have set their hands on this _____ day of _____ 20____.
City of Glenpool, Oklahoma

By _____
Roger Kolman, City Manager

Date

Attested:

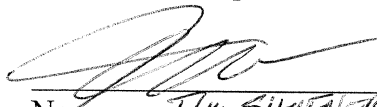
Susan White, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

Aberdeen Enterprizes, II, Inc.


Name: *Jim Skopner*
Title: *CEO*

**APPROVAL AND ORDER BY THE MUNICIPAL COURT
OF THE CITY OF GLENPOOL, OKLAHOMA**

I, GEORGE M. MILES, Municipal Judge for the City of Glenpool Municipal Court, am familiar with the rights and obligations conferred by Title 11 § 22-138 of the Oklahoma Statutes upon Oklahoma municipalities to contract for the collection of delinquent penalties, costs, fines and fees in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation order by the court.

I have reviewed the proposed Collection Agreement with Aberdeen Enterprizes II, Inc., to perform the services authorized by Title 11 § 22-138 and to receive a collection fee in an amount not to exceed 35% on each of the foregoing delinquent items that has been referred by the City of Glenpool for collection.

Without endorsing or otherwise approving of the selected collection agent, Aberdeen Enterprizes II, Inc., or its fitness for the task of performing the obligations set forth in the proposed Collection Agreement, or assuming any duty or liability whatsoever with respect to the methods used by said collection agent in the process of performing such obligations, I am of the opinion that the proposed Collection Agreement conforms to the requirements of the statute.

In the event that the City of Glenpool City Council authorizes the City to enter into the proposed Collection Agreement and authorizes the collection fee described therein, and for the foregoing reasons, I hereby order defendants to reimburse such fee to the City of Glenpool and order that such fee may be collected.

Hon. George M. Miles,
Judge of the Municipal Court
City of Glenpool, Oklahoma

Date



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: February 17, 2015
Subject: Vision2025 Application for \$1,540,641.00 of Glenpool's Allocation from Surplus Funds for the Purpose of Performing a Master Water Distribution System Study and Construction of a New Water Storage Facility on Property Belonging to the City Located North of 156th Street and East of US Highway 75

Background:

As the Council is aware, the Tulsa County Vision Authority has resolved, as of November 5, 2014, to determine which additional projects shall be funded with excess funds generated from the Tulsa County sales tax approved September 9, 2003, in Propositions 2-4, inclusive, (the "Vision Sales Tax"). The Authority previously increased funding to the City of Tulsa for the purpose of completing the BOK Center and Cox Convention Center projects in the amount of \$45,500,000.00. In connection with that allocation, the Authority determined that the next \$45,500,000.00 in excess Vision Sales Tax would be allocated by the Authority to the remaining beneficiary communities of Tulsa County, including Glenpool.

By resolution dated October 27, 2014, the Authority had determined that there will exist excess funds generated by the Vision Sales Tax in an amount of at least \$45,500,000.00 and that the first \$45,500,000.00 of such excess funds will be allocated to projects for the benefit of the beneficiary communities.

The funds are to be directed to the following purposes and in the indicated amounts:

Proposition 2, capital improvements for economic development	\$3,021,470
Proposition 3, education, health care and events facilities	\$16,502,470
Proposition 4, capital improvements for community enrichment	\$25,976,000

The Authority allocated the above amounts for each proposition to fund projects for the benefit of the beneficiary communities based upon the population of such communities residing in Tulsa County, to the total population of all such communities in Tulsa County.

The proportionate share for Glenpool is as follows:

Proposition 2, capital improvements for economic development	\$179,204
Proposition 3, education, health care and events facilities	\$978,762
Proposition 4, capital improvements for community enrichment	\$1,540,641

The communities have the opportunity to submit specific project requests to INCOG on behalf of the Authority until June 1, 2015. INCOG will report to the Authority and, following a public hearing, the Authority will consider each request.

The Glenpool Ad Hoc Committee determined that the project for which an application shall be submitted in connection with the Proposition 4 funds is the water tower project for 156th Street and Highway 75. The attached application and resolution are in the form required by INCOG. If Glenpool is awarded the available Proposition 4 funds for the water tower project, the City's contribution will be approximately \$60,000, to complete the estimated cost figure of \$1,600,000.

Staff Recommendation:

Staff recommends that the Council approve the attached Vision2025 funding application in the amount of \$1,540,641 to be applied to the costs of the proposed water tower project and authorize the Mayor to execute the Resolution indicating the Council's approval.

Attachments:

- Proposed Vision2025 Funding Application
- Resolution 15-12-03

Vision2025

Foresight 4 Greater Tulsa

PROPOSAL APPLICATION

Project Sponsor: City of Glenpool, OK

Type of Entity: Municipal Government

Brief Project Description:

Elevated Water Storage Tower/Master Water Study/Construction/Related System Improvements for a new elevated water storage tower to be located on property belonging to the City at 156th Street South, east of US Highway 75, Tulsa County, for the purpose of facilitating expansion of existing businesses and the location of new manufacturing, commercial and retail facilities in the City of Glenpool south of 151st Street South (State Highway 67), Tulsa County.

See Exhibit A for more detailed description of Project.

Project elements include:

- City-Wide Master Engineering Water System Study Up-Date
- Engineering/Surveying Design for 500,000 – 1,000,000 gallon water storage tower
- Rehabilitation and equipment retro-fit of an existing water pressure booster station
- Construction of proposed water storage facility and 12-18 inch supply waterlines to and from the tower site
- Associated water tower site improvements

The City will supplement Vision 2025 funding with available bond funds for this Project.

Include confirmation that the entity supports or approves to move the Project forward:

The City Council of the City of Glenpool confirmed Project support by Resolution adopted February 17, 2015. **See attached.**

Cost Estimate: \$1,585,000.00

Proposed Schedule: Project is scheduled to start March 2015; Construction Engineer has estimated a time line of 180 days for the conduct of topo surveys; easement and property transfers as needed; geotechnical exploration and evaluation; completion of design and construction documents for tank, lines and site improvements; required local and DEQ construction permitting; and

the bid process to contract with builder; and 270 days to complete construction (to be negotiated with builder).

Project Location:

Property belonging to the City of Glenpool at 156th Street South, east of US Highway 75.

See Exhibit B for legal description

See Exhibit C for graphic view

Indicate where the Project Sponsor believes the proposed Project fits within the three active Vision 2025 Propositions for which funding remains:

- ☐ Proposition 2: Capital improvements for the purpose of promoting Economic Development within Tulsa County, Oklahoma.
- ☐ Proposition 3: Educational, Health Care and Event Facilities for the purpose of Economic Development within Tulsa County, Oklahoma.
- ☒ Proposition 4: Capital improvements for the purpose of Community Enrichment within Tulsa County, Oklahoma.

Does this proposed Project further enhance a previously completed Vision 2025 Project:

No.

If so, how?

N/A

What is the primary goal of the proposed Project?

The current City of Glenpool water tower located on 141st Street South, west of Peoria/Elm is being utilized to its maximum capacity. There are existing as well as anticipated plans for substantial new manufacturing, commercial, and retail development to the south of 151st Street South. This additional water tower is essential to the public purpose of providing domestic water service and adequate emergency fire flow volumes to existing and future developments in the areas south of 151st Street

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

The estimated Project cost is \$1,585,000. Our portion of Proposition 4 Vision funds, pursuant to the Resolution adopted by the Trustees of the Tulsa County Vision Authority on November 5, 2014, is \$1,540,641. The City will provide the balance of the Project cost from existing bond funds.

Are these funds committed?

Yes

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

Yes.

If so, what is the source of those funds?

The Glenpool Utility Services Authority Fund derives revenues from utility fees and is utilized to construct and maintain capital infrastructure.

What is the intended public benefit of the proposed Project?

This Project will provide adequate domestic water service and emergency fire flow volumes to existing and future commercial, industrial, and residential projects in a two mile sphere of influence around the new tower location.

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

N/A

EXHIBIT "A"

[More detailed description of the Water Tower project.]

Phase One : CITY-WIDE WATER DISTRIBUTION SYSTEM MODEL AND REPORT

GENERAL PROJECT BACKGROUND:

The following serves as background information concerning this Project:

- Project Name - City-Wide Water Distribution System Model and Report
- Project Owner - City of Glenpool/Glenpool Utility Services Authority

Project Description - Evaluate the City's water distribution and storage system documentation in order to determine accuracy and reliability as a whole and compliancy with state regulations, local codes and industry standards of practice. Develop a water model corresponding to the current system and analyze different capital improvements to enhance the current system for present-day and anticipated future peak and average-day demands. Perform an evaluation of the current water supply system.

The City desires to update the community's water distribution and storage system model to investigate potential capital improvements that may better facilitate hydraulic efficiencies and effectiveness within the system to provide increased water pressures and fire suppression capabilities at specified locations.

Project Deliverable - Final report detailing the findings and providing recommendations along with water model, including but not limited to water system design for construction drawing preparation and water pressure and flow testing.

Phase Two : WATER STORAGE TANK CONSTRUCTION

GENERAL PROJECT BACKGROUND:

The following serves as background information concerning this Project

Project Name - New Water Storage Tank Facility

Project Owner - City of Glenpool/Glenpool Utility Services Authority

Engineering and construction of a new water storage tank facility and its appurtenances near United States Highway 75 and 156th Street South intersection.

The City desires to construct additional water storage facilities on municipality-owned property near the intersection of United States Highway 75 and 156th Street South . This new facility will provide a benefit to the community and to the City's water customers, in particular those located in the southern portion of the community. These benefits include increased, or at least stabilized, water pressure fluctuations and increased fire suppression capabilities for residential, commercial and industrial uses.

Project Deliverable – Completed construction of new water storage facility that is fully compliant with all applicable local, state and federal regulations and meets the demands of the City.

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR TOWER SITE

City of Glenpool Property Located North of 156th Street South and East of US Highway 75, Glenpool, OK

A tract of land being the Southeast Quarter of the Northwest Quarter (SE/4 NE/4) of Section Twenty-Three (23), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, County of Tulsa, State of Oklahoma, according to the U.S. Government Survey thereof, containing 40 acres more or less.

EXHIBIT "C"

VISUAL OF TOWER SITE ON GLENPOOL PROPERTY

**[May be subject to change depending on topography and infrastructure configuration, but
will be located on the property described in Exhibit B in any case]**



CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA

RESOLUTION NO. 15-02-03

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECLARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 4 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY THOUSAND SIX HUNDRED FORTY ONE DOLLARS (\$1,540,641) FOR THE PERFORMANCE OF A MASTER WATER STUDY AND THE DESIGN AND CONSTRUCTION OF AN ELEVATED WATER STORAGE TOWER ON PROPERTY BELONGING TO THE CITY AT 156TH STREET SOUTH, EAST OF US HIGHWAY 75, TULSA COUNTY, FOR THE PURPOSE OF FACILITATING FUTURE DEVELOPMENT OF THE CITY OF GLENPOOL TO THE SOUTH OF 151ST STREET SOUTH (STATE HIGHWAY 67), TULSA COUNTY

WHEREAS, on September 9, 2003, the City of Glenpool and Tulsa County voters approved Vision 2025 "Proposition 4" funding for capital improvements providing community enrichment;and

WHEREAS, additional Proposition 4 Vision 2025 funds are now available in the amount of one million, five hundred forty thousand, six hundred and forty-one dollars (\$1,540,641.00) for capital funding of the City of Glenpool's elevated water storage tower to be located on property belonging to the City of Glenpool at 156th Street South, east of US Highway 75, Tulsa County.

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

- § 1. *The City Council of the City of Glenpool declares its support and approval of the City's application for Vision 2025 Proposition 4 Funding from Tulsa County, in the amount of one million five hundred forty thousand, six hundred forty one dollars (\$1,540,641) for capital funding of the City of Glenpool's elevated water storage tower to be located on property belonging to the City of Glenpool at 156th Street South, east of US Highway 75, Tulsa County.*

ADOPTED and APPROVED by the City of Glenpool City Council on this 17th day of February 2015.

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney



MEMORANDUM

**TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL UTILITY TRUST AUTHORITY**

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

**RE: PROPOSAL FOR: CITY OF GLENPOOL MASTER WATER
DISTRIBUTION SYSTEM MODELING AND FINDINGS REPORT.**

DATE: FEBRUARY 10, 2015

BACKGROUND

This item is for Board consideration and action regarding the review and approval of a certain professional engineering services proposal submitted by The Cowan Group Consulting Engineers in Tulsa. The attached proposal was solicited by City Staff regarding work necessary to perform a comprehensive engineering study, analysis, and update of an existing water distribution system study performed in 2008. Proposals for this work were also solicited and received from several other consulting firms as well. The goal of this up-dated study is to provide an analysis of that previous study to determine its adequacy and applicability to current conditions city-wide. More specifically, one of the major goals of this new study will be to determine an engineering approach to solving current water system inadequacies being experienced in areas of the City - generally south of 151st Street. These inadequacies are both from a static and residual water pressure as well as from a supply and delivery standpoint. These existing inadequacies stem from several issues being experienced in this portion of the City: 1.) inadequate trunk waterline sizing, 2.) inadequate number of cross connections with other areas of the existing City system, and 3.) a general lack of proper water distribution system master planning. The work being proposed by the Cowan Group is detailed in the attached agreement and includes a listing of predicted benefits to the City from an operations standpoint as well as the identification of future system improvements necessary to facility economic growth in the southern portions of the City. In view of a much renewed interest in residential, commercial, and industrial uses and developments south of 151st Street, along with the problems being experienced with inadequate fire protection available with existing infrastructure, Staff feels this type of updated study and findings will outline more appropriate solutions and actions the City needs to take to address these current issues and will provide for sound engineering practices necessary to facilitate future growth.

One anticipated outcome of this proposed Master Study is that some type of elevated water storage facility (tower) will be recommended to be installed south of 151st Street. That installation will also likely include certain associated excess capacity water supply lines to and from this new storage tower. It is anticipated this type of installation will provide a very significant increase in both static and residual water distribution system pressures and overall delivery rates within a two-mile radius around the new facility. These enhancements will provide a dramatic and much needed increase in fire-flow capability as required by ODEQ and the National Fire Safety Code for Commercial and Industrial uses. The increase in delivery capability will also encourage and support the anticipated demand for residential growth in this portion of the City as well.

The proposal from The Cowan Group specifies a period of approximately five (5) months for completion of the engineering analysis and the production of the resulting report and system improvement recommendations. The total cost for this study will be \$70,000 and is proposed to be paid from funds made available to the City through the Tulsa County Vision 2025 sales tax initiative.

Attached is various informational literature that details relevant past and current professional engineering services work performed on similar projects - both locally and statewide, by The Cowan Group. The biographies and professional credentials of the individuals that will be involved with the proposed work are also included for your reference.

Staff Recommendation:

Based on a careful evaluation of the engineering services outlined in the proposals received, not only from the Cowan Group, but several other consulting engineers, Staff feels The Cowan Group represents the most economical and best qualified consultant to perform the tasks necessary to produce this type of Master Study. In view of this fact, combined with the support expressed by the City's Vision 2025 ad hoc committee, Staff recommends approval of this project and authorization for the City manager to enter into a contract with the Cowan Group for the services described therein.

Attachment:

- A. Cowan Group Professional Services Proposal
- B. Informational Material – The Cowan Group Consulting Engineers



January 30, 2015

Mr. Lynn Burrow, P.E., CFM
Director of Community Development
12205 South Yukon Avenue
Glenpool, OK 74033

**RE: CITY OF GLENPOOL/GLENPOOL UTILITY SERVICES AUTHORITY
CITY-WIDE WATER DISTRIBUTION SYSTEM MODEL AND REPORT PROPOSAL**

Dear Mr. Burrow:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE), Consultant, appreciates your interest in our company and welcomes the opportunity to present a proposal to you and the City of Glenpool/Glenpool Utility Services Authority, Owner, for professional engineering services for the above referenced project.

GENERAL PROJECT BACKGROUND

The following serves as background information concerning this proposal:

- Project Name – City-Wide Water Distribution System Model and Report
- Project Owner – City of Glenpool/Glenpool Utility Services Authority
- Owner Contact – Mr. Lynn Burrow, P.E., CFM, Community Development Director
- Project Description – Evaluate the Owner's water distribution and storage system documentation in order to determine accuracy and reliability as a whole and compliancy with state regulations, local codes and industry standards of practice. Develop a water model corresponding to the current system and analyze different capital improvements to enhance the current system for present-day and anticipated future peak and average-day demands. Perform an evaluation of the water supply system current.
- Project Deliverable – Final report detailing the findings and providing recommendations along with water model.

GENERAL OBLIGATIONS

- Owner to provide aerial land survey, water line drawings, pump information, GIS shape files
- Owner to deliver to Consultant all record drawings, land surveys, sketches in electronic format
- Consultant shall provide routine correspondence and conduct general progress meetings with Owner.

PROJECT UNDERSTANDING

Our proposal for services is based on the following understanding. The Owner has an existing water distribution model developed using hydraulic software entitled EPANET2, which generally examined 12-inch diameter lines and larger. These lines were generally located along the major arterials and highways that bisect the distribution system boundaries. Likewise, this model was calibrated based upon 2008 water usage records. In addition, it examined future needs and corresponding capital improvements that would be necessary to address the anticipated water demand for the calendar years of 2013 and 2018.

However, based upon the community's increased growth and with the current Geographical Information System (GIS) data available with respect to the community, the Owner desires more robust modeling capabilities that can incorporate the current and future GIS data to better predict critical aspects of the community's water distribution and storage system, such as: water flow, water pressure, fire suppression flow capacities and water age.

Furthermore, the Owner desires to update the community's water distribution and storage system model to investigate potential capital improvements that may better facilitate hydraulic efficiencies and effectiveness within the system to provide increased water pressures and fire suppression capabilities at specified locations.

Moreover, the Consultant understands that the Owner desires to evaluate certain specific capital improvements associated with the potential construction of a 1 million gallon (MG) elevated storage tank in the southern portion of the distribution system near the intersection of United States Highway 75 and State of Oklahoma Highway 67. Likewise, this potential tank would need to be constructed in calendar year 2015; therefore, the water modeling efforts would need to reflect this time element.

Lastly, in order to provide the Owner a more robust, GIS oriented water model, the Consultant intends to employ and implement the InfoWater software and the model of choice. InfoWater is a fully GIS integrated water distribution modeling and management software application. It is built atop ArcGIS™ using the latest Microsoft .NET and ESRI ArcObjects component technologies. It seamlessly integrates advanced water network modeling and optimization functionality with the latest generation of ArcGIS. In addition, it capitalizes on the intelligence and versatility of the geodatabase architecture to deliver unparalleled levels of geospatial analysis, infrastructure management and business planning. Its unique interoperable geospatial framework enables world-record performance, scalability, reliability, functionality and flexibility - all within the powerful ArcGIS environment.

InfoWater offers direct access integration enabling GIS professionals to work simultaneously on the same integrated platform. It allows the user to command powerful GIS analysis and hydraulic modeling in a single environment using a single dataset. The user can now create, edit, modify, run, map, analyze, design and optimize water network models and instantly review, query and display simulation results from within ArcGIS.

Essentially, the results of the updated mapping and enhanced hydraulic model will be presented in a usable report format that will be arranged in a manner to provide numerous benefits to the Owner including:

- Increase efficiency for staff operation and maintenance of the water distribution system;
- Improve response to problems and emergencies;
- Provide relevant information to be used for economic development and planning;
- Ability to assess proper water age in the Owner's distribution based upon a specified water age at the point of purchase from TMUA;
- Accurate evaluation of new developments with regard to water service;
- Comprehensive assessment of fire flow capacity throughout the community;
- Capability of expanding the model to evaluate water quality issues such as dead ends and total chlorine residuals (chloramines); and
- Define potential problem areas in the distribution system and prioritize projects for the Capital Improvement Plan.

All of these benefits will provide the Owner the opportunity to become more proactive in the areas of planning, development, infrastructure improvements, operation and maintenance, while decreasing costs through more efficient utilization of the Owner's resources and effective scheduling of capital improvement projects.

SCOPE OF SERVICES

The Owner has identified a need to develop detailed maps and hydraulic modeling of the water system. The purpose of this project is to develop a calibrated dynamic hydraulic model of the water distribution system that can be utilized as a decision tool for long-term planning, budgeting and improvements to the water system.

Historically, the Owner has mapped the water system, but it is now considered incomplete and outdated due to new developments and city growth. The Consultant proposes to develop more accurate and more complete water

distribution maps utilizing GIS technology, which will be validated through aerial mapping and on-site survey at key locations. The hydraulic modeling will be developed through a comprehensive approach that will be based upon the new water system maps and include detailed planning, field verification, software modeling and a final report.

The Consultant will utilize a three-tiered approach within the hydraulic model that will evaluate the system in a broad overview, then refine the model to assess water quality issues, pressure and fire flow throughout the distribution system with a focus on areas of concern that have been previously identified by the Owner or become apparent through the hydraulic modeling process. The first tier of the model will involve an evaluation of the primary infrastructure including water sources, storage tanks and towers, booster pump stations and water lines that are 8-inches and greater. Field data will be collected to calibrate and validate the hydraulic model. The model will be used to analyze the water distribution system under a variety of demand and flow conditions to identify any system deficiencies and to recommend water distribution system improvements that address water pressure, water quality, fire protection, pipe replacement, system redundancy and long-term water planning.

The second tier of the model will focus on the evaluation of the secondary infrastructure, including smaller 6-inch diameter and possibly 4-inch diameter line sizes, proposed areas of development and water quality simulations. The model will include 6-inch diameter lines in order to model individual, residential subdivisions for normal usage and fire suppression.

The final tier is the maintenance component of the model where additions, deletions and modifications to the water system are modeled to assist with planning and development.

The proposed scope of services shall include investigating the existing infrastructure maps and aerial data, securing GIS information, existing pump information, demand projections, modeling and final report depicting the minimum following information:

Existing Water Infrastructure to be included in final model:

- Existing water distribution lines include: 6-inch, 8-inch, 10-inch, and 12-inch lines.
- Existing transmission line from TMUA.
- One (1) 1 MG elevated water storage tank.
- Two (2) water booster stations and appurtenances.

Below is a detailed scope of services for the City-Wide water model. It is understood that project administration and management aspect are expected to be a part of and included within each task, such as regularly scheduled progress meetings and routine project correspondence.

Task One – Research Investigation and Data Gathering

- Obtain and review existing water supply system information, reports and other documents, including but not limited to the following:
 - Water Distribution System Capital Improvement Plan dated March 2009 prepared by Breisch & Associates, Inc. including the water model supplied in the report;
 - 151st Street Booster Pump Study dated November 2014 prepared by Shafer, Kline & Warren, Inc. (SKW);
 - Water storage system record drawings;
 - Booster pump station(s) record drawings; and
 - Tulsa Metropolitan Utility Authority (TMUA) connection data and purchase water information,
- Obtain and review GIS data and other pertinent water supply system information, including but not limited to the following:
 - Water usage data for calendar years 2010 through 2014;
 - Water purchase records from TMUA for calendar years 2010 through 2014;
 - Recent topographical contours at 2-foot intervals within the city limits;

- Water distribution system atlas drawings and/or GIS shape files;
- Most recent ISO Fire Department pressure and flow testing information;
- Record drawings and/or GIS shape files on subdivisions.
- Obtain community's comprehensive plan in order identify future growth in water supply system.
- Conduct field surveying of the most critical system features, such as: storage tank, booster pumps stations, and water connections to source suppliers.
- Perform pressure and flow test readings for verification purposes only at specific fire hydrant locations, not to exceed five (5) in number, recommended by the Consultant and approved by the Owner.
- Identification of top water users within the system; and
- Interview Owner's staff key personnel (i.e. Utility Department/Public Works/Fire Department) concerning specific concerns with the current system and desired improvements.

Task Two – Evaluation and Mapping

- Conduct an evaluation of the data obtained and review in Task 1 above.
- Map the pertinent data gathered in Task 1 above in order to provide a current system map.
- Examine current data and information obtained for compliancy with, but not limited to, the following:
 - State Regulations – Oklahoma Department of Environmental Quality (ODEQ), Title 252:
 - Chapter 626 – Public Water Supply Construction Standards; and
 - Chapter 631 – Public Water Supply Operation.
 - Local Codes – International Code Council (ICC) and National Fire Protection Agency (NFPA):
 - International Building Code (2009);
 - International Fire Code (2009); and
 - National Fire Protection Agency 1, Fire Code (2009)
 - Industry Standards of Practice – American Water Works Association (AWWA):
 - M20 Water Chlorination and Chloramination Practices and Principles;
 - M31 Distribution System Requirements for Fire Protection;
 - M32 Computer Modeling of Water Distribution Systems;
 - M42 Steel Water Storage Tanks; and
 - M56 Nitrification Prevention and Control in Drinking Water.
- Provide specific recommendations based upon the evaluation with respect to the layout and functionality of the water supply system, including the distribution and storage aspects specifically related to projected water usage demand and fire suppression needs;
- Provide general recommendations based upon the evaluation with respect to the operations and maintenance of the water supply system including the distribution and storage aspects specifically related to secondary disinfection; and
- Provide a technical memorandum detailing the process and procedure of the investigation, the results of the evaluation and the corresponding recommendations.

Task Three – Hydraulic Model Development

- Import GIS shape files and present EPANET water model data into InfoWater hydraulic water modeling software.
- Modify, adjust and debug water model to reflect current water network connectivity conditions.
- Evaluate storage, booster pump and other specialized water system facilities and incorporate proper corresponding operational methodology of each feature into water model.
- Conduct a water usage analysis based upon water billing and water purchase records for end of year 2014 in order to develop a current water usage baseline.
- Conduct water system pressure and flow testing at up to five (5) specified locations, if required.
- Calibrate hydraulic model based upon the current water usage baseline.
- Examine the potential effect to the water supply due to the incorporation of a new one (1) to one and half (1.5) million gallon (MG) storage facility located near the intersection of U.S. Highway 75 and State Highway 67 intersection.

- Provide a technical memorandum defining the current water usage baseline model for 2014 and the corresponding examination of a new storage facility.
- Provide a recommendation with construction cost on the potential storage tank.

Task Four – System Enhancement Assessment

- Determine appropriate water supply system horizon frame for assessment, anticipated as a 5-year (2020); 10-year (2025) and 20-year (2035) window unless otherwise defined by the Owner.
- Perform a detailed growth rate analysis and a corresponding growth projection for the desired horizon.
- Conduct a domestic and fire suppression water demand analysis based user classifications (residential, commercial, industrial, educational, and specialized institution, if applicable).
- Meet with the Owner in order to review assessment results and identify and define potential capital improvement enhancements to the water supply system.
- Incorporate and analysis the certain specific water supply system capital improvements to correspond to the design window identified in the above item.
- Evaluate anticipated construction costs for the individual capital improvements depicted in the item above.
- Prepare a report detailing the findings of the enhancement assessment for the Owner.
- Present results of the enhancement assessment to the Owner.
- Incorporate Owner's comments into analysis.
- Make public present to the Council/Utility Authority, if requested.
- Finalize the report.

ADDITIONAL SERVICES

Other design services that are not strictly identified or specifically associated with the completion of the agreed upon Project Understanding and subsequent Scope of Services shall be considered as additional services. Additional services shall include Owner directed work that is clearly outside of the base contract and agreed upon in writing by both parties. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- **Aerial topography**
- **Specific Water System Design/Engineering Services for Construction Drawing preparation**
- **Water Pressure and Flow Testing (except as explicitly identified above)**
- **Specific Water Quality Testing such as pH, Total Chlorine Residual, Bacteriological, etc.**
- **Water metering calibration**
- **Right of way or easement research**
- **Ownership or title examination**
- **OWRB water rights updates or revisions**

BASE CONTRACT FEE STRUCTURE (as outlined Scope of Services)

TASK	SCOPE OF SERVICES DESCRIPTION	FEE
1	Research Investigation & Data Gathering	\$15,000
2	Evaluation and Mapping	\$10,000
3	Hydraulic Model Development	\$20,000
4	System Enhancement Assessment	\$25,000
	TOTAL:	\$70,000

SCHEDULE

Upon execution of the Notice to Proceed, the Consultant shall complete the above tasks and submit to the Owner in accordance with the schedule defined in Attachment "E".

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Travel expenses to include lodging, transportation & meals pre-approved by Owner
- Plotting and reproduction for special (non-progress) meetings, presentations and submittals outside of project duties
- Board mounted presentation graphics

COMPENSATION

For BASIC CONTRACT engineering services performed under this agreement, the Owner shall pay the Consultant a **Lump Sum amount of \$70,000** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Specialized printing, additional deliverables and review/permit/application fees will be considered as an Owner direct expense and will be billed to you at the actual costs.

If you concur with this proposal, please execute and date the attached Notice to Proceed (NTP), then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Project Overview and Limits
- **Attachment "B"** – CGE 2015 Hourly Rate Schedule
- **Attachment "C"** – Cowan Group Engineering, LLC General Conditions for Professional Services
- **Attachment "D"** – Consent of Members
- **Attachment "E"** – Schedule

Should you have any questions, please do not hesitate to contact the undersigned, as we want to ensure that we have a clear understanding of the project. Again, thanks for the opportunity to serve you.

Respectfully,

COWAN GROUP ENGINEERING, LLC



Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager/Chief Engineer

Enclosures: 5

NOTICE TO PROCEED

The terms identified in the City-Wide Water Distribution Model and Report proposal submitted to the City of Glenpool/Glenpool Utility Services Authority are understood and accepted as a binding contract. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

The foregoing City-Wide Water Distribution Model and Report proposal submitted to the City of Glenpool/Glenpool Utility Services Authority by Cowan Group Engineering, LLC, (including the Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached thereto was ADOPTED and APPROVED by the City of Glenpool City Council, and I was authorized to execute the same on behalf of the City of Glenpool, on the 17th day of February 2015.

CITY OF GLENPOOL

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

NOTICE TO PROCEED

The terms identified in the City-Wide Water Distribution Model and Report proposal submitted to the City of Glenpool/Glenpool Utility Services Authority are understood and accepted as a binding contract. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

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CITY OF GLENPOOL

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

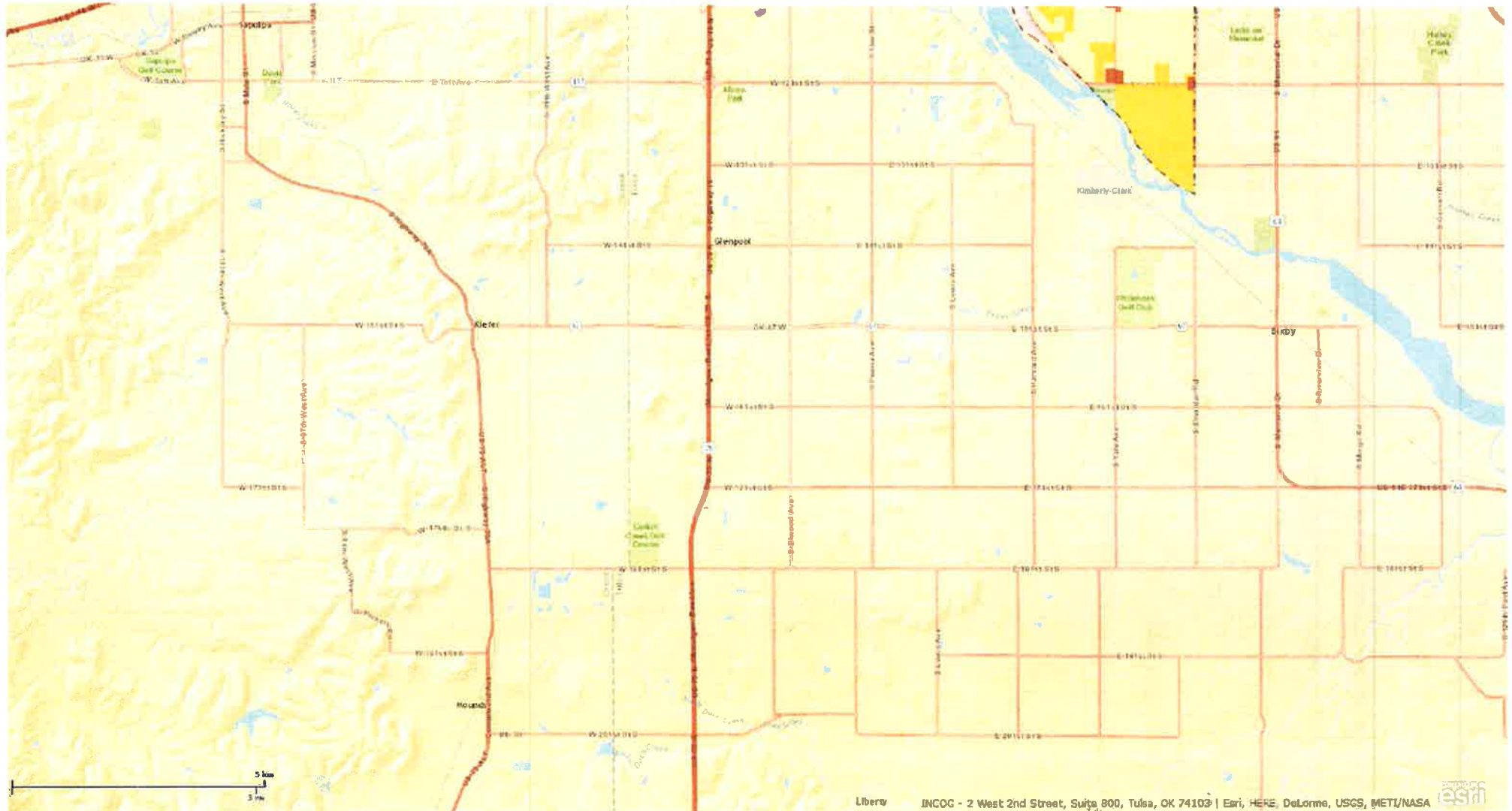
APPROVED:

Lowell Peterson, City Attorney

Glenpool Area

Water Modeling Overview

ATTACHMENT "A"



Mon Nov 24 2014 11:13:04 AM.

ATTACHMENT "B"



2015 Professional Hourly Rates

Professional Services

Principal	\$170.00
Chief Engineer	\$165.00
Associate	\$160.00
Senior Project Manager	\$156.00
Project Manager	\$149.00
Senior Project Engineer	\$137.00
Project Engineer	\$126.00
Engineer Level I	\$100.00
Engineer Level II	\$110.00
Engineering Technician I	\$86.00
Engineering Technician II	\$94.00
CAD Technician	\$70.00
Survey Manager	\$126.00
Survey Crew	\$149.00
Survey Crew - Scanner	\$250.00
Field Services Manager	\$88.00
Construction Services Administrator	\$105.00
Resident Project Representative	\$85.00
Administrative	\$95.00
Clerical	\$61.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	\$0.56 per mile

The rates and expenses described may be revised annually

ATTACHMENT "E"
PROJECT SCHEDULE
CITY OF GLENPOOL
CITY-WIDE WATER MODEL

[illegible]



**CITY OF GLENPOOL
STATEMENT OF QUALIFICATIONS**

FEBRUARY 10, 2015



In Partnership With
WDB ENGINEERING

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FIRM PROFILE

Cowan Group Engineering

WDB Engineering

KEY PERSONNEL

RESUMES

EXPERIENCE

REFERENCES



February 10, 2015

Mr. Lynn Burrow, P.E., PLS, CFM
Community Development Director
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

**RE: STATEMENT OF QUALIFICATIONS
WATER RESOURCES AND SANITARY ENGINEERING SERVICES**

Dear Mr. Burrow:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE) along with WDB Engineering, PLLC (WDB) are pleased to be considered for water resource and sanitary engineering services on behalf of the City of Glenpool. We fully recognize the city's growth and its subsequent impact on the city's existing infrastructure. Without question the City of Glenpool is uniquely situated and positioned in such a manner as to reclaim its moniker as one of the original "boomtowns" in the state of Oklahoma. It is obvious that the city is realizing a resurgence of growth within the community now and should only expect this growth to continue. As discussed, the city desires to remain progressive and stay out in front of the growth to the best of the community's ability with respect to its infrastructure, specifically with respect to the water supply system.

CGE coupled with WDB are pleased to submit are qualifications to the City of Glenpool. We believe that we are well equipped and well experienced in municipal engineering services, specifically water resources and sanitary engineering services. Our team is presently engaged in providing similar water resources and sanitary engineering services to the City of Mustang, the City of Tuttle, and the City of Holdenville. In addition, Mr. Kenneth Schwab, the Tulsa Operations Manager for CGE, is the former Director of Engineering and Construction with the City of Broken Arrow and while at the Broken Arrow oversaw the design and construction of both a new 20 MGD microfiltration membrane water treatment facility, as well as a major wastewater treatment plant conversion from conventional treatment process to an activated sludge treatment process using an oxidation ditch technology. He is also a Class A Certified Water and Wastewater Operator, as well as a Class C Wastewater Laboratory Operator in the State of Oklahoma.

Furthermore, CGE and WDB have an excellent working relationship and a lengthy record of successful projects together. Both CGE and WDB, individually and collectively, strongly

believe in a client first approach coupled with a desire to build long-term working relationships with the city as an organization, as well as a community.

Attached, please find our collective Statement of Qualifications demonstrating our capabilities with respect to your community's needs. CGE and WDB are established and founded on a desire and subsequent ability to assist and serve local municipalities. We are honored and privileged to be considered to help serve you and your community by providing these professional engineering services.

Respectfully,

COWAN GROUP ENGINEERING, LLC



Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager

Enclosures (1)

INTRODUCTION

Pursuant to the City's request for qualifications, Cowan Group Engineering, LLC is providing the following Statement of Qualifications. The City desires the services of an Engineering team that has expertise and experience in municipal engineering, planning and design; specifically water resources and sanitary engineering. Cowan Group Engineering (CGE) has assembled an elite team of professionals who will bring unparalleled experience, knowledge and skills, and will provide the City with local expertise, quality design and timely customer service.

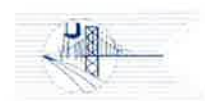


Cowan Group Engineering (CGE) staff has over 150 collective years of civil engineering, land survey, water resources, transportation design, land planning, and construction management. CGE offers a full range of civil engineering services from project pro forma to final record drawings. Our cliental include City, County, and State Governments, developers, architects, and other engineering firms. The near-by CGE office is located in Tulsa, Oklahoma at 5416 S. Yale Avenue immediately west of

LaFortune Park. CGE Team will utilize established, well-proven management procedures to ensure the orderly, successful execution of the service. Effective communication and management is critical to the success of any City.

The CGE Team will commission **Mr. Kenneth Schwab, PE, CFM** who will serve as the Project Manager and he will handle the day-to-day duties to serve the City. Mr. Schwab will serve as the single point of contact for the City, and will delegate, direct, and/or design projects respectively. **Ms. Rebecca Poole, PE** will assume the ongoing and primary role of Deputy Manager for the Team. Other personnel from CGE will be responsible for planning/review/design as shown in the key personnel chart. Our local team has an impressive breadth and depth of experience, and is committed to providing quality work, meeting project schedules and providing services for a reasonable fee.

CGE has elected to team with **WDB Engineering (WDB)** for the role of water resources planning and design. Mr. David Wyatt, PE will serve as lead engineer, and WDB specializes in public works projects including water source planning and the transport and treatment of water and wastewater. The firm's strength lies in the planning, design and administration of projects for municipalities, counties, rural water districts, state and federal governments. WDB embraces a "hands-on" approach to project management enabling the firm to work closely and effectively with the client, governmental reviewing entities and funding agencies.



In complete confidence, the entire CGE Team will deliver a quality service to the City. Our Team will focus on providing the very best technical direction and project delivery to fulfill the project requirements and meet the needs of the City for cost effectiveness and reliability of planned improvements. We trust the City can count on us to deliver a quality project, provide innovative ideas, and develop a lasting relationship.

FIRM PROFILE

Cowan Group Engineering, LLC (CGE) staff have over 100 years of civil engineering design, water resources, land survey, land planning, and construction management. CGE offers a full range of civil engineering services from project planning to final record drawings. Our cliental include City, County, and State Governments, developers, architects, and other engineering firms. With offices in Oklahoma City and Tulsa, CGE is able to provide quality and timely services. Below is an overview of CGE services:

WATER RESOURCES

- Water Distribution, Storage and Treatment
- Groundwater Evaluation
- Wastewater Collection and Treatment
- Pump Stations
- Storage Reservoirs
- Wetlands Creation/Maintenance
- Dam Inspection, Design, and Evaluation
- Studies and Evaluations

LAND SURVEY

- Boundary Control
- Topographical Land Survey
- ALTA Survey
- Control and GIS Survey
- Flood Survey

TRANSPORTATION

- Streets and Intersections
- Urban and Rural Highways
- Drainage Plans
- Bridge Structures
- Traffic Engineering
- Bike Paths
- Construction Administration
- Turnpikes and Toll Plaza

CIVIL ENGINEERING

- Civil & Site Design
- Commercial Development
- Residential Development
- Drainage Planning
- Stormwater/FEMA studies
- Sanitary Sewer Systems
- Water Distribution Systems
- Construction Administration
- Shop Drawing Review

PLANNING

- City Planning
- Project Proforma
- Land Planning and Design
- Graphic Renderings
- Site Evaluation Studies

OTHER

- City Engineering
- Program Management
- Scheduling
- Design Development
- Site Observation
- Bidding and Negotiation
- Contract Documents

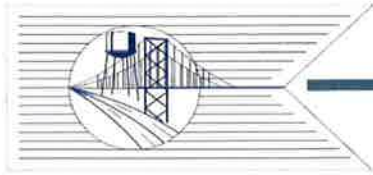
GRANT/LOAN APPLICATION

- Acting as Administrator
- Assisting with Administration
- Form Completion

**5416 S. Yale, Suite 210
Tulsa, OK 74135
918.949.6171**

**437 W. Wilshire, Suite A
Oklahoma City, OK 73116
405.463.3369**





WDB ENGINEERING

Firm Profile

WDB Engineering, PLLC (WDB) specializes in public works projects including water source planning, highway transportation, drainage and the transport and treatment of water and wastewater. The firm's strength lies in the planning, design and administration of projects for municipalities, counties, rural water districts, state and federal governments.

WDB embraces a "hands-on" approach to project management enabling the firm to work closely and effectively with the client, governmental reviewing entities and funding agencies. WDB has worked on hundreds of projects with clients and reviewing agencies such as the Oklahoma Department of Environmental Quality, Oklahoma Water Resources Board, Oklahoma Department of Transportation, Oklahoma Department of Commerce, Oklahoma Turnpike Authority, Economic Development Administration, Federal Aviation Administration, Environmental Protection Agency and United States Department of Agriculture – Rural Development.

WDB has been responsible for projects ranging in construction values from less than \$50,000 to more than \$20 Million. These projects have ranged from completely new facilities to the rehabilitation of existing structures.

WDB places a high priority on providing quality engineering service by addressing the client's needs, including project planning and design, scheduling, budgeting and administration. The firm's experience, credentials, strong staff and dedication to the client's needs ensure a high quality of service in an efficient and timely manner. WDB prides itself on a commitment to quality service which has resulted in many long-standing client relationships. WDB has worked with most of its current clients for more than ten years, and several affiliations exceed three decades.

The WDB office is centrally located in southern Oklahoma City at:

6330 SE 74th Street
Oklahoma City, 73135
405.741.7090 (office)
405.741.7094 (fax)



KEY PERSONNEL

City Of Glenpool

LEADERSHIP TEAM

PROJECT MANAGER
Kenneth D. Schwab, PE, CFM (CGE)

DEPUTY MANAGER
Rebecca Poole, PE (CGE)

Quality Control
Jeff Cowan, PE (CGE)

LEGEND

(CGE) Cowan Group Engineering
(WDB) WDB Engineering

THE TEAM

Water Resources

David Wyatt, PE (WDB)
Rebecca Poole, PE (CGE)
Kenneth Schwab, PE, CFM (CGE)

Civil-Site

Kenneth Schwab, PE, CFM (CGE)
Sean Fairbairn, PE, CFM (CGE)
Russ Fischer, PE, CFM (CGE)

Planning-Special Projects

Kenneth Schwab, PE, CFM (CGE)
Rebecca Poole, PE (CGE)
David Wyatt, PE (WDB)

Land Survey and Legal

Gordon Johnson, PLS, PE (CGE)
Justin Smith, PLS (CGE)

Street-Drainage

Kenneth Schwab, PE, CFM (CGE)
Sean Fairbairn, PE, CFM (CGE)
Lynelle Nichols, PE (CGE)

Structural

Kenneth Schwab, PE (CGE)
Matt Trowbridge, EI (CGE)

Agency/Funding Coordination

Kenneth Schwab, PE, CFM (CGE)
Rebecca Poole, PE (CGE)

Construction Services

Kenneth Schwab, PE, CFM (CGE)
Russ Fischer, PE, CFM (CGE)



EDUCATION

M.A., Administrative Leadership
University of Oklahoma, 2010

M.S., Civil Engineering
Oklahoma State University, 1995

B.S., Civil Engineering
Oklahoma State University, 1988

REGISTRATION/CERTIFICATION

Oklahoma PE #17006, 1993
Certified Flood Plain Manager
Oklahoma #OK-04-00072, 1999
Water Works Operator, Class A
Oklahoma #95412
Wastewater Works Operator, Class A
Oklahoma #95412
Wastewater Laboratory Operation
Class C
Oklahoma #95412

ASSOCIATIONS

American Water Works Association
American Concrete Institute
Oklahoma Floodplain Managers
Association

PUBLIC SERVICE

Regional Metropolitan Utility Authority
(RMUA) Trustee, 2009-2014
Southwestern American Water Works
Association
Oklahoma Deputy Trustee

KENNETH D. SCHWAB, PE, CFM PROJECT MANAGER

Mr. Schwab has over 25 years' experience involving the project management of major design projects. Recently, he has design and managed major projects with the City of Broken Arrow. His primary technical experience is design and construction management and more specifically public works and infrastructure improvements; specifically building and non-building structures and foundations, water distribution, wastewater collection, stormwater, site development and transportation/traffic facilities.

EXPERIENCE

Chief Engineer/Project Manager – Cowan Group Engineering, LLC

Mr. Schwab serves as the Chief Engineer for Cowan Group Engineering as well as Project Manager on key projects. As the Project Manager he brings a wealth of knowledge and experience. His key experience is transportation design, planning, design, and construction oversight.

- City of Broken Arrow - On-Call engineering services
- City of Broken Arrow - Project Green development along Broken Arrow Expressway. Project scope of Phase 1 includes key project planning and management, boundary survey, extensive drainage and detention, land planning, site development, transportation, and working closely with economic development
- City of Oklahoma City: MAPS School Gyms structural design

Director of Engineering and Construction – City of Broken Arrow

Oversaw all engineering and construction of city-wide public improvements, including building, streets, storm water facilities, water, and wastewater facilities.

- Oversaw the City participation in the Regional Metropolitan Utility Authority including administration, design and construction of nearly \$10 million in wastewater system improvements and approximately \$1 million in annual operations.
- Managed over \$17 million in street design and widening improvements.
- Oversaw the design and construction of a new 20 MGD membrane process water treatment facility. Performed the design for a new 20 MGD, 24-inch diameter water connection to the City of Tulsa water transmission system. Performed the design of a new booster pump station.
- Oversaw the conversion of the community's secondary disinfection process from chlorination to chloramination. Served as one of ten individual authority members on the Regional Metropolitan Utility Authority (RMUA), a public trust. Recently conducted a presentation before the State of Oklahoma House of Representatives Utility and Environmental Regulation Committee.

President/CEO, Owner – Infrastructure Design Services, Inc.

Served as City/Town Engineer for several local municipalities and oversaw capital improvement projects and engineering-related issues with each community. Communities included: City of Coweta, Town of Inola, Town of Barnsdall, Town of Kellyville, Town of Hulbert and Town of Avant. Also worked on capital improvement projects with local government agencies that included the City of Tulsa, City of Broken Arrow and Tulsa County. In addition, served as the water system engineer for two Creek County Rural Water Districts. Oversaw design and construction of several local water distribution projects for the City of Coweta, Town of Inola, and Creek County Rural Water District Numbers 2 and 4.



- Oversaw the design and construction of a slow sand filtration water treatment plant expansion for the Town of Avant.
- Performed annual dam inspection of the Barnsdall Lake Dam, community raw water source, in accordance with Oklahoma Water Resources Board criteria.
- Oversaw the construction of a landfill liner expansion project for the City of McAlester.
- Performed specialized structural engineering design on City of Ardmore Wastewater Treatment facility and City of Claremore Wastewater Treatment facility, as well as Town of Skiatook Water Treatment facility.

Project Manager – Tetra Tech, Inc.

Served as City/Town Engineer for several local municipalities and oversaw capital improvement projects and engineering-related issues with each community.

Communities included: City of Miami, City of Vinita, and Town of Inola. In addition, oversaw all general civil, transportation and storm water related projects for the Tulsa office. Key clientele included; Oklahoma Department of Transportation, Oklahoma Turnpike Authority, City of Tulsa, City of Broken Arrow, City of McAlester, City of Ponca City, City of Sapulpa, City of Miami, City of Vinita, City of Blackwell and Town of Inola. Also, oversaw all structural design and telecommunication projects with the organization.

- Oversaw structural engineering for several municipal wastewater treatment facilities expansion or upgrade projects including: City of Sapulpa, City of Miami, City of Okmulgee, City of Owasso, City of Vinita and the Town of Inola.
- Oversaw the design of several roadway arterial street upgrade projects for the City of Tulsa, City of Broken Arrow, City of Sapulpa, City of McAlester, and City of Ponca City.

Project Engineer – NOVA Engineering, Inc.

Served as design civil and structural engineer on petrochemical facility projects and municipal capital improvement projects.

- Performed specialized structural engineering services on petrochemical process plant expansions and upgrades for Phillips 66 Company, Conoco, Kerr-McGee, Farmland, and others.
- Performed water line design services for the City of Tulsa on distribution system.

Project Engineer – The Benham Group

Served as design structural and transportation engineer.

- Performed specialized structural engineering design services for powerhouses located along the Arkansas River, specifically: Lock and Dam No. 13 near Fort Smith, Arkansas; Lock and Dam No. 9 near Morrilton, Arkansas; and Lock and Dam No. 2 near Dumas, Arkansas.
- Performed geometric layout and design of four state bridges located along State Highway 51 in Broken Arrow.





EDUCATION

B.S., Civil Engineering
Oklahoma State University

REGISTRATION/CERTIFICATION

Professional Engineer
Oklahoma PE #18102
North Carolina PE #30572

ASSOCIATIONS

American Society of Civil Engineers
National Society of Professional Engineers
American Public Works Association

WORK HISTORY

Cowan Group Engineering, LLC
CEO
Current

MKEC Engineering Consultants, Inc.
Senior Project Manager
2008 –2012

GRACE Development
Charlotte, NC
Senior Project Manager
2004-2008

Tetra Tech FHC
Manager of Operations – Oklahoma
1998-2004

Professional Engineer
The City of Tulsa, Oklahoma
1997-1998

Professional Engineer I
Oklahoma Department of Transportation
1989-1997



JEFF D. COWAN, PE QUALITY CONTROL ENGINEER

Mr. Cowan has over 25 years' experience involving the project management of major design projects. He has managed private, federal, state, and municipal projects throughout Oklahoma. His primary technical experience is design and construction management. He has led project teams and performed design for numerous land development, water, wastewater, drainage and transportation improvement projects.

EXPERIENCE

Principal – Cowan Group Engineering, LLC

An Oklahoma entity, Mr. Cowan created Cowan Group Engineering to provide a local professional civil engineering company that brings a diversified experience background. Mr. Cowan also leads the team to produce a quality design product, on-time, and for a fair fee. The key to a successful project is close communication with the client and staff.

- City Engineer – City of Tuttle
- Town Engineer – Town of Calumet
- Project Manager for several key clients in Oklahoma
 - City of Edmond
 - Canadian County
 - City of Ada
 - City of Broken Arrow
 - Oklahoma Turnpike Authority

Senior Project Manager – MKEC Engineering Consultants, Inc.

As Project Manager, I directed and managed a team of engineers, CAD technicians, and clerical staff. I was responsible for business development, securing work for the staff, managing the design and budget, and providing a quality product for the client. My primary clients included state and municipal agencies throughout the State of Oklahoma. Below are brief descriptions of my past responsibilities:

- City Engineer for the City of Tuttle
- Project Manager for several key clients in Oklahoma
 - City of Tuttle
 - City of Oklahoma City
 - City of Edmond
 - Oklahoma Department of Transportation
 - Oklahoma Turnpike Authority
 - City of Broken Arrow
- Prepared proposals for new projects as requested by clients.
- Prepared and deliver presentations to secure work and for project status reports
- Prepared contract agreements, negotiate fees, and prepare design budgets and schedules.
- Provided marketing department with conceptual ideas for promoting Tetra Tech
- Managed and directed work of subcontractors that include land surveyors, geotechnical consultants, aerial mapping, landscape architects, and land acquisitions agents
- Worked closely with Office Manager for interviewing and securing new employees

Senior Project Manager – GRACE Development in Charlotte, NC

GRACE Development was created in 2004, and in the fall I was recruited to manage and direct all existing and new land development projects. As the only technical manager of GRACE, I work closely with the partners to find new land

opportunities while managing the existing land developments under contract and construction. I secure professional services for the planning phases, coordinate the due diligence functions, and coordinate the final design of the project(s). I prepare conceptual budgets during the due diligence for the required financing. I work closely with the professional staff to secure the required permits, and upon closing of the land the project is ready to construct. I secure and negotiate contractors to construct the project(s) and prepare schedule(s) for the construction as well.

- Stonebridge – 106 single family residential lots on 110 acres in Mint Hill, NC
- Water Leaf – 23 single family estate lots on 50 acres in Mint Hill, NC
- The Mills – Along Rocky River Road in the City of Concord, NC, 536 acres of PUD mixed use with a maximum of 1200 single family, and 60 acres of commercial.
- Arlington Hills – 52 single family residential lots on 67 acres in Mint Hill, NC
- Vermillion – Stage 4 – 30 single family residential lots in Huntersville, NC
- River Bluff – 167 single residential lots on 88 acres in Cramerton, NC
- Valencia – 330 single family residential lots on 167 acres in Huntersville, NC
- 521 Commercial – 40 acre commercial/ retail development in Lancaster, SC
- City of Concord, NC – Off-site gravity sanitary sewer and lift station

Manager of Operations – Oklahoma - Tetra Tech

As the Manager of Operations, I directed and managed a team of engineers, CAD technicians, field inspectors, and clerical staff. I was responsible for business development, securing work for the staff, managing the design and budget, and providing a quality product for the client. My primary clients included state and municipal agencies throughout the state of Oklahoma. Below are brief descriptions of my past responsibilities:

- Prepared proposals for new projects as requested by clients.
- Prepared and deliver presentations to secure work and for project status reports
- Managed over \$3,450,000 in design and construction administration contracts.
- Prepared project quality control manuals for each project
- Prepared contract agreements, negotiate fees, and prepare design budgets and schedules.
- Forecasted internal monthly and quarterly project revenue and direct expenses.
- Managed and identify continuing education requirements and opportunities for improvement.
- Created and implemented new office policy and procedures.
- Managed and directed work of subcontractors that include land surveyors, geotechnical consultants, aerial mapping, landscape architects, and land acquisitions agents.

Professional Engineer, The City of Tulsa, Oklahoma

- Project Engineer in the transportation design branch.
- Managed the design of major urban roadway improvement projects
- Managed the City-wide ADA sidewalk improvement program
- Reviewed and negotiated agreements and amendments with consultants
- Prepared contract documents and specifications for construction bidding.
- Provided support for the public relations department to inform and communicate to businesses, residents, and the general public.

Professional Engineer I, Oklahoma Department of Transportation

- Managed the construction of a roadway project, which involved six bridges as well as roadway widening. The project was along I-44 at Memorial Ave. and 31st Street through the City of Tulsa.
- Completed the project management of one the largest single contracted projects in the State of Oklahoma, located on I-44 between I-244 and SH-169.
- Worked closely with engineers on a project at 71st and Harvard (City of Tulsa) to redesign the most efficient wall design to use the same amount of cubic yards as had been estimated and planned, adhering to cost guidelines.





EDUCATION

B.S., Architectural Engineering, 1990
University of Colorado, Boulder

REGISTRATION/CERTIFICATION

Professional Engineer
Oklahoma PE #18265

PROFESSIONAL MEMBERSHIPS

American Water Works Association –
Southwest Section
Water Environment Federation
Oklahoma Rural Water Association
American Society of Civil Engineers
Engineers Without Borders

WORK HISTORY

Cowan Group Engineering, LLC
Senior Project Engineer
Current

Wall Engineering, LLC
Senior Engineer
2012 - 2014

Oklahoma Department of Environmental
Quality - Drinking Water State Revolving
Fund (DWSRF)
Section Engineering Manager II
2007 – 2012

United States Department of Agriculture
Rural Development
Civil Engineer
2003 – 2007

Oklahoma Department of Environmental
Quality
Professional Engineer III
1991 – 2003



REBECCA POOLE, PE **DEPUTY PROJECT MANAGER**

Ms. Poole is a skilled civil engineer with 22 years of experience in public water supply regulatory compliance, planning, design and construction oversight. Ms. Poole's background with numerous state and federal agencies allows for seamless communication during planning, design, permitting, construction and operation of municipal and water resources projects.

EXPERIENCE

Cowan Group Engineering, LLC:

Ms. Poole serves as the Senior Project Engineer for Cowan Group Engineering. She is responsible for oversight of planning, design and construction administration for multiple types of civil engineering projects with specific focus on public water supply and wastewater.

- City Engineer – City of Holdenville
- City of Edmond – Project Manager for the development of one new source groundwater well, and rehabilitation of existing well in the Garber-Wellington Aquifer. Project includes planning, OWRB permitting, test well drilling, project management, design services and project bidding.
- City of Tuttle – Project Manager for the development of groundwater well number 12. Scope include test well, survey, design, permitting.
- Town of Calumet – Project Engineer for new groundwater test well

Wall Engineering, LLC:

- Responsible for client acquisition, development of engineering fees, consultant agreements, and complete project management from planning through design and construction oversight until project close-out.
- Administration of all areas of project development including coordination with funding and regulatory agencies such as Oklahoma Department of Environmental Quality, Oklahoma Department of Transportation and Oklahoma Water Resources Board.
- Prepared all engineering and environmental documents necessary for project advancement including engineering reports, environmental information documents, residuals management plans, water rights acquisition, design plans and specifications, bidding, contracting and construction documents.
- Provided client assistance on a variety of issues through diligent communication.

Oklahoma Department of Environmental Quality:

- Program manager for the Oklahoma DWSRF funding program which provides low-interest loans to public water supply systems through the state environmental agency.
- Supervising manager for ten staff members including engineers, environmental specialists and administrative personnel.
- Coordination with financial staff to ensure proper allocation of all funds relating to construction projects, technical assistance contracts and fund administration.
- Focus on efficiency, accuracy and methods to streamline the DWSRF program through improved procedures and checklists.
- Provided oversight of all projects through participation in new borrower meetings, weekly project status meetings and frequent project reviews.
- Coordination with EPA for oversight and auditing of the program.

- Active member of the Oklahoma Funding Agency Coordinating Team (FACT) which has representatives from several state and federal agencies responsible for providing funding to water and wastewater systems. Helped to coordinate inter-agency meetings, develop and revise template documents for Engineering Agreements, Engineering and Environmental Report guidelines for water and wastewater projects in Oklahoma.
- Frequent presenter at water conferences such as the Oklahoma Rural Water Association and the Southwest Section American Water Works Association.

United States Department of Agriculture:

- Provided engineering and construction monitoring for utilities (water and wastewater systems), community facilities, businesses, multi-family and single family housing projects through the federal Rural Development program.
- Reviewed engineering reports, cost estimates, plans, specifications, contract documents, bid proposals, engineering agreements, resident project inspector agreements and change orders.
- Participated in pre-bid meetings, pre-construction conferences, monthly planning/ progress meetings, construction and final inspections.
- Ensured timely and consistent reviews to all engineering, environmental and construction related documentation.
- Active member of the Oklahoma Funding Agency Coordinating Team (FACT).
- Provided training and technical assistance to state office staff, field staff and consulting engineers.
- Created template documents, spreadsheets and databases for use by loan specialists, technicians and human resource staff.
- Frequent presenter at water and wastewater conferences such as the Oklahoma Rural Water Association and the Southwest Section American Water Works Association.

Oklahoma Department of Environmental Quality:

- Performed a variety of jobs relating to the public water supply (PWS) program in Oklahoma including plan review engineer, PWS district (enforcement) engineer, Lead and Copper Rule (LCR) Coordinator, Safe Drinking Water Information System (SDWIS) Coordinator, Interim Enhanced Surface Water Treatment Rule (IESWTR) and Disinfectants/ Disinfection By-Product (DDBP) Rule technical specialist.
- Participated in complaints investigation, technical assistance, emergency response, enforcement order preparation and source water protection activities.
- Served as PWS Team Leader and assisted the PWS Section Manager with development of the EPA primacy package for IESWTR and DDBP Rules with subsequent approval as the first state authorized to implement these two rules. Served on a national workgroup to develop guidance materials for small systems.
- Created spreadsheets and databases for various rules and regulations such as LCR, IESWTR, DDBP, disinfection profiling and monthly operational reports.
- Certified by EPA to conduct Sanitary Survey Training and Comprehensive Performance Evaluations. Participated in Area-Wide Optimization activities.
- Provided training to PWS engineers, compliance officers, staff, management, water systems, city officials and rural water district board members on all aspects of the Public Water Supply Program, rules and reporting requirements.
- Represented ODEQ as a speaker at local, regional and national conferences.





EDUCATION

B.S. Civil Engineering, 2009
Oklahoma State University

REGISTRATION/CERTIFICATION

Professional Engineer
OK

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers

WORK HISTORY

Cowan Group Engineering, LLC
Project Engineer
Current

MKEC Engineering Consultants, Inc.
Civil Engineer
2009 – 2012

Cobb Engineering Co.
Internships from Dec.2005-Dec. 2006



SEAN K. FAIRBAIRN, PE, CFM PROJECT ENGINEER

Mr. Fairbairn is responsible for the design and preparation of detailed plans and reports for municipal, state and development projects. Project design experience includes site development, sanitary sewer systems, water lines, horizontal and vertical geometry, site and channel grading, and hydraulic and hydrologic calculations for storm water sewer systems.

PROJECT EXPERIENCE

• Site Development

- Zivko Hanger Site improvement
- Maple School new gym site improvement
- Tulsa Insurance Auto Auction site development
- Review/Approval of Prairie Hills Single Family site development (24 lots)
- Review/Approval of Deer Ridge Run in Tuttle (80 lots)
- Stevens-West Medical site development in City of Oklahoma City

• **City of Edmond. Summer Oaks water line:** Design and specifications for the rehabilitation of over 7100 linear feet of 8-inch PVC water line. Scope included directional drilling and pipe-bursting and temporary water line

• **City of Edmond. Capital View:** Design and specifications for the rehabilitation of over 8100 linear feet of 8-inch PVC water line. Scope included directional drilling, trenching, and appurtenances.

• **City of Edmond Public Works Authority:** Design and specifications for over fourteen (14) sanitary sewer rehabilitation projects throughout the City of Edmond.

• **City of Edmond Public Works Authority:** Emergency design and specifications for over four (4) sanitary sewer creek crossings throughout the City of Edmond during the 2010 flooding.

• **City of Edmond. Fiscal 2012 – Phase 1 Sanitary Sewer Rehabilitation.** Design and specifications for over 10,000 linear feet of 8-inch sanitary sewer pipe-bursting rehabilitation

• **City of Edmond. Fiscal 2012 – Phase 2 Sanitary Sewer Rehabilitation.** Design and specifications for over 9,000 linear feet of 8-inch sanitary sewer pipe-bursting rehabilitation

• **City of Edmond. Integris Health:** Civil/Site design of Hospital located on a 26-acre site in Edmond, OK. Design and plan preparation for storm water sewer and sanitary sewer.

• **Edmond PWA. Phase 2 Coffee Creek WWTP Rehabilitation.** Design and specifications for oxidation ditches, clarifiers, concrete repair and appurtenances.

• **Edmond PWA. Phase 3 Coffee Creek WWTP Rehabilitation.** Design and specifications for oxidation ditches, clarifiers, and appurtenances

• **City of Tuttle:** Design and specifications for over 7000 linear feet of new 12-inch water line from SH 37 to Rock Creek Road. Scope included boring and casing under SH 37, new alignment, legal easements, and water modeling.

• **City of Tuttle:** Design of water well number 12, and 6-inch PVC water line

• **City of Tuttle:** Design of 7th Street sanitary sewer line and manholes

• **City of Tuttle:** Design of Cimarron-Phase 2 urban street project from SH 37 south one-half mile which included 2 lane widening with curb and gutter with closed storm water system.

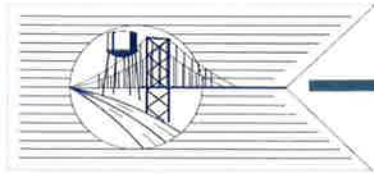
• **City of Tuttle:** Design coordination of water well number 11 at Schrock Park

• **City of Tuttle:** Design of various water lines in the City of Tuttle; Sara Road water line, SH 4 and Tyler Road water line, Silver City Ridge water line

• **City of Tuttle:** Design of the ODOT SH 37 sidewalk

• **City of Tuttle:** Design of the Jeffries storm water project

- **City of Tuttle:** Design of the SW 4th Street sewer rehabilitation project. Survey and design of 10-inch gravity main.



WDB ENGINEERING

David B. Wyatt, P.E.

Water Resources Engineer

POSITION:

Principal Engineer, WDB Engineering, PLLC



EXPERIENCE:

Mr. Wyatt has over 30 years' experience as a civil engineer, two years as a construction superintendent laying telephone water and electrical lines, as well as one year as a superintendent and estimator for a paving contractor.

In 1984, Mr. Wyatt joined ABT Engineering, Inc. In that time, he was involved in the administration, design and construction of sanitary sewer treatment plants, water treatment plants, lagoon systems, pump stations, subdivisions, municipal street reconstruction, storm drainage facilities, water distribution systems, water storage tanks and sanitary sewer collection system. He is experienced in dealing with the requirements of various state and federal agencies, as well as municipalities and public works authorities.

Mr. Wyatt became a partner in Wyatt-Doyle & Butler Engineers, Inc. when the firm was formed late in 1989. His responsibilities included directing and coordinating various water, sewer and other projects as principal-in-charge. Mr. Wyatt also represented the firm as Principal Engineer for several rural water districts and municipalities.

Mr. Wyatt became the owner of WDB Engineering, PLLC, when the firm was formed in 2000. Presently, his responsibilities include directing and coordinating various water, sewer and other projects as principal-in-charge. Mr. Wyatt also represents the firm as Principal Engineer for several rural water districts and municipalities.

Mr. Wyatt's strong planning, design and construction management experience has gained him the respect of many Oklahoma cities, towns and rural water districts. His commitment to quality service has resulted in long-standing client relationships, some of which exceed thirty years.

EDUCATION: B.S. Civil Engineering, Oklahoma State University

REGISTRATION: Professional Engineer (PE), State of Oklahoma

ORGANIZATIONS: American Society of Civil Engineers
Oklahoma Rural Water Association
American Public Works Association
American Water Works Association



Project Experience

Water Resources

City of Mustang – Mustang Water Model – Prepare a comprehensive hydraulic water model and detailed maps of the Mustang public water supply system to identify existing and future areas where infrastructure improvements are needed to sustain pressure and fire flow requirements. The project will be utilized to optimize Mustang's groundwater and purchased water sources while providing an accurate assessment of water distribution for new developments.



Edmond Public Work Authority – Groundwater Wells – Planning and design of Two new wells in the Garber-Wellington aquifer. Project planning, water rights, test well drilling, survey, construction drawings, contract documents and specifications.

City of Edmond – Summer Oaks Water Line –

Replacement of over 7,400 linear feet of 8-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching, water line pipe bursting and appurtenances.



Calumet Public Works Authority – New Water Well #5 – Planning and design for new screened, shallow water well including well house, piping and all appurtenances.

Tuttle Public Works Authority – New Water Well #11 – Planning and design for new screened, shallow water well including well house, piping and all appurtenances.



Tuttle Public Works Authority – New Water Well #12 – Planning and design for new screened, shallow water well including well house, piping and all appurtenances.

City of Edmond – Capital View Water Line – Replacement of over 8,100 linear feet of 4, 6 and 8-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching and appurtenances.

City of Edmond – South Park Water Line –

Replacement of over 6,400 linear feet of 4, 6, 8 and 12-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching and appurtenances.



Project Experience

Water Resources

Verdigris River Water Treatment Plant Improvements - Owner Representative responsible for the entire oversight and direction of the project design for a new 20 MGD water plant including: a raw water pump station and conveyance line, 160 MG pre-sedimentation, plate settler pre-treatment unit, microfiltration membrane treatment process, on-site sodium hypochlorite generation unit, 900 horsepower - 30 MGD, variable speed drive high service pump station, 6 MG pre-stressed concrete clearwell, three sludge lagoons, and a 250-foot tall communication tower. Estimated cost of construction \$57 million.

Henryetta Water Treatment Plant Improvements - Structural Engineer responsible for analyzing Engineer of Record's structural design of the Superpulsator Water Treatment Plant Facility. The facility experienced severe cracking during construction activity.

Broken Arrow Water Storage Maintenance Program

Owner Representative responsible to oversee, coordinate, and implement a comprehensive water storage facility enhancement and Maintenance program. Effort included coordination of taking each individual facility off-line, conducting an inspection, Disinfecting the facility and re-introducing it for service.



Broken Arrow Water System Disinfection Conversion -Owner Representative responsible to oversee, coordinate, and implement the conversion of the community's chlorination disinfection process to mono-chloramination disinfection process. Effort included preparing staff and council for conversion, coordination with DEQ, conduct public notification and education program, organize public meetings, address environmental activist concerns and present to State of Oklahoma House of Representatives Conference Committee on Utility and Environmental Regulations on September 10, 2013.

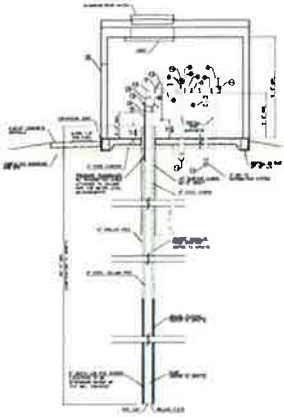
Broken Arrow Supplemental Water Connection - Engineer of Record responsible for the funding, coordination and design of a new 24-inch diameter PVC treated water transmission line approximately 6,600 linear feet running from Tulsa to Broken Arrow. Construction cost of \$950,000.

Avant Water Plant Improvements - Provided construction administration and resident project representation on new filters, clearwell, flow splitter, lagoon, piping, and pumps. Construction cost of \$450,000.



Project Experience

Water Resources



City of Edmond – Campbell South Water Line – Replacement of over 14,000 linear feet of 8 and 12-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching and appurtenances.

Applewood Subdivision – Water Well #2 – Planning and design for new public water supply well (pitless well construction) in Garber-Wellington Aquifer with well house and storage modifications.

City of Elmore City – New Water Well – Planning and construction drawings for new water well, well house, chlorination facilities and water transmission line.

City of Durant – Water Treatment Plant Evaluation - Evaluation of existing water treatment plant with respect to Cryptosporidium removal and inactivation. Project included coordination with ODEQ on new Monthly Operation Reporting Forms and compliance assessment.

Garvin County Rural Water District No. 2 – New Water Well – Design of new water well, well house, chlorination facilities and water transmission line including plans, specifications, ODEQ permitting and OWRB Water Rights permitting.



The Ridge Subdivision (Oklahoma County) – New Water Well – Planning and design for new public water supply well in Garber-Wellington Aquifer to serve subdivision swimming pool and pool house.

City of Pawnee – New Water Well – Planning and engineering report for new water well including site selection and recommendations for test wells.



City of Stigler – New Water Treatment Plant – Prepared Engineering Report for new Superpulsator Clarifier Water Treatment Plant including new clarifiers, filters, clearwell storage, backwash ponds and all related appurtenances.



Project Experience

Transportation

The **CGE Team** has extensive transportation experience, and below are a few recent project descriptions of related experience, and can share more upon request:

Oklahoma Turnpike Authority – Indian Nation Turnpike – IN-MC-54:

Scope of the project includes the preliminary engineering report for four (4) design alternates for the Eufaula Toll Plaza at SH 9. Project includes interchange planning, bridge, roadway, drainage, tolling, civil/site, utility relocation and coordination, land survey and project management. Contact: Mr. David Murdock, PE



City of Broken Arrow- Dallas Street - Survey and design of 1600 linear feet of urban street from S. Elm Place to Ash Ave. Scope includes drainage area calculations, typical sections, ROW research, utility coordination, Railroad coordination with permits, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Tom Hendrix, PE

City of Broken Arrow- Iola and Cedar Street - Survey and design of 1600 linear feet of urban street from S. Elm Place to Ash Ave. Scope includes drainage area calculations, typical sections, ROW research, utility coordination, Railroad coordination with permits, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Tom Hendrix, PE

City of Ada – Arlington Street - Survey and design of 1300 linear feet of urban street from BNSF Railroad to SH 99. Scope includes drainage area calculations, typical sections, utility coordination, Railroad coordination with permits, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Gary Kinder, PE

City of Ada – 18th Street - Design of 2800 linear feet of urban street from Cradduck to Stadium Road. Scope includes drainage area calculations, typical sections, utility coordination, retaining wall design, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Gary Kinder, PE



Project Experience

Transportation

Citizen Potawatomi Nation – Heritage and Woodman Road - New alignment for open 40-foot wide typical section for over 3000 linear feet located on the northwest corner of Hardesty and S. Gordon Cooper. Scope of the project included overall drainage plan for over 80 acres of raw land, prepare typical sections, plan and profile sheets, sign and striping, summary sheets, erosion control plan, and specifications and pay items according to ODOT latest specifications. Contact: Mr. David Wyatt, PE



City of Tuttle – Cimarron Road - Phase 2 project was a grading, surfacing, and erosion control project from Main Street (SH 37) south one-half (1/2) mile to Southpointe Drive. The project was a part of an ACOG project where the City of Tuttle partnered with ODOT to assist with construction costs. The S Cimarron Road scope of work included providing ODOT with a NEPA report, utility and right-of-way coordination, and design plans. The roadway

design is replacing the existing asphalt roadway with a two (2) lane, curb and gutter roadway section with an enclosed storm water system. Contact: Mr. Tim Young

Oklahoma Department of Transportation- US 64 - Design coordination of US 64 bridge replacement over Cow Creek in the City of Perry, Oklahoma. Project entails preparation of final construction plans and special provisions for bridge design, roadway rehabilitation, drainage structures, grading, channel improvements, and traffic improvements (previous firm). Contact: Mr. Casey Shell, PE

Oklahoma Department of Transportation – SH 51 - Design coordination of SH 51 Bridge and roadway over Harrington Creek near the City of Stillwater, OK. Project entailed preparation of final construction plans for the bridge replacement, and RCB bridge extension and special provisions for roadway rehabilitation, shoo-fly alignment, drainage structures, grading, channel improvements, and traffic improvements (previous firm). Contact: Mr. Casey Shell, PE

Project Experience

Transportation

Oklahoma Department of Transportation – US 77 - Design coordination of US 77 bridge and roadway over Black Bear Creek near Perry, OK. Project entailed preparation of final construction plans and special provisions for roadway rehabilitation, new alignment, new bridge, drainage structures, grading, channel improvements, and traffic improvements (previous firm). Contact: Mr. Casey Shell, PE



City of Broken Arrow under the direction of Mr. Kenneth D. Schwab:

Arterial Street Upgrade Projects

- | | |
|--|---|
| ✓ New Orleans from Elm Place to 9th Street | ✓ Vander Acres West |
| ✓ New Orleans from 9th Street to County Line | ✓ Broken Arrow Heights Addition |
| ✓ Washington from Elm Place to 1st Place | ✓ Country Aire Estates Street Rehabilitation |
| ✓ Washington from 1st Place to Arrowhead Park | ✓ Oak Creek South Estates Street Rehabilitation |
| ✓ 9th Street from Albany to Omaha | |
| ✓ Aspen from New Orleans to Florence | |
| ✓ Omaha Street from Elm Street to 6th Street | |
| ✓ Elm Place from Kenosha to Houston | |
| ✓ 9th Street Improvements from Kenosha to Elgin | |
| ✓ 9th Street Improvements from BA Exp. to Albany | |
| ✓ Oneta Road Improvements | |

Arterial Street Rehabilitation Projects

- ✓ Main Street from Kenosha to El Paso
- ✓ Kenosha St. Rehab. from Creek Turnpike to 93rd St.
- ✓ Florence from Aspen to Olive
- ✓ Elm Place from New Orleans to Florence

Non-Arterial Street Upgrade Projects

- ✓ Hillside Drive Improvements
- ✓ Neinhuis Park Interior Roadway Network
- ✓ Norfolk Drive Improvements
- ✓ Gordon Street Improvements

Non-Arterial Street Rehabilitation Projects

- ✓ Carriage Crossing I
- ✓ Silvertree
- ✓ Stacey Lynn V
- ✓ Copper Creek

Miscellaneous Transportation Facilities

- ✓ Olive Sidewalk Improvements
- ✓ 9th Street Sidewalk Improvements
- ✓ Nienhuis Trails Improvements
- ✓ Central Park Bridge and Roadway
- ✓ Farmer's Market Overflow Parking
- ✓ Central on Main Parking
- ✓ Sieling Park Ped. Bridge & Drainage Improvements
- ✓ Public Safety Training Paving



Project Experience

Stormwater

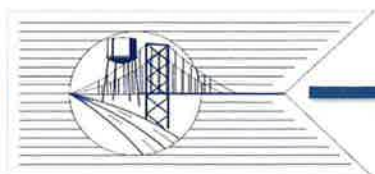
City of Broken Arrow - Upper Middle Branch Haikey Creek -

Stormwater Infrastructure Improvements – Over 3,500 linear feet of large diameter storm sewer conveyance system; 66" diameter highway bore; two on-site detention facilities; and one regional detention facility.



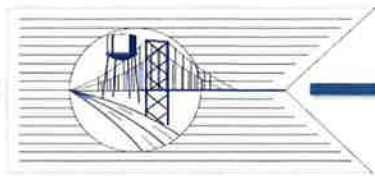
The project includes the combination of several stormwater conveyance and storage techniques in order to address a substantial amount of increased stormwater runoff while maximizing the developable land located within a highly attractive and desirable commercially zoned district.

The proposed infrastructure improvements included the design and construction of approximately 3,500 linear feet of large diameter storm sewer ranging in size from 36-inch diameter to 54-inch diameter; a new open channel to bypass peak runoff discharges into a pond feature; two on-site detention facility to reduce peak flows; a 66-inch diameter highway bore to pass more stormwater runoff underneath State Highway 51; a regional detention facility to reduce peak discharges and a dam embankment design in accordance with state guidelines. Project also included obtaining a federal clean water act and section 404 permit.



Water Experience

Cities, Towns & Rural Water Districts (>5,000 population)	• City of Anadarko • Comanche Co. RWD #4 • Jefferson Co. Cons. RW & SD #1 • Logan Co. RWS & SWMD #1 • City of Okmulgee • City of Poteau • Poteau Valley Improvement Authority • Stephens Co. RWD #5 • City of Tecumseh • City of Tuttle	Water Treatment Projects	• City of Anadarko • Town of Beggs • Town of Cheyenne • Citizen Pottawatomie Nation Casino • Delaware Co. RWD #3 • Town of Disney • Mayes Co. RWD #6 • Poteau Valley Improvement Auth. • Pottawatomie Co. RWD #3 • City of Stroud • City of Tecumseh • Town of Temple • City of Waurika • Waurika Master Conservancy District
Source Water Planning	<u>Groundwater Development</u> • Town of Apache • Archdiocese of Oklahoma • Bowlegs-Lima Water Corporation • Comanche Co. RWD No. 4 • Town of Dustin • Jefferson Co. Cons. RW & SD #1 • Joe D. Hall Ranch • City of Moore • City of Prague • Town of Rush Springs • Stephens Co. RWD #3 • Stephens Co. RWD #5 • Town of Temple • City of Tuttle • Winter Creek Golf Club & Development (Blanchard, OK) • Wolf Living Center <u>Surface Water Development</u> • Poteau Valley Improvement Authority • Pottawatomie Co. RWD No. 3 <u>Combined Source Development</u> • Town of Cheyenne • Citizen Pottawatomie Nation • Logan Co. RWS & SWMD #1 • City of Tecumseh	Groundwater Well Projects	• Town of Apache • Archdiocese of Oklahoma • Bowlegs-Lima Water Corporation • Town of Cheyenne • Citizen Pottawatomie Nation • Comanche Co. RWD #4 • Town of Dustin • City of Edmond • Jefferson Co. Cons. RW & SD #1 • Joe D. Hall Ranch • Logan Co. RW & SD #1 • City of Moore • Oklahoma Tourism Board • Pottawatomie Co. RWD #3 • City of Prague • Town of Rush Springs • Stephens Co. RWD #3 • Stephens Co. RWD #5 • Sugar Creek Casino (Hinton, OK) – Wichita and Affiliated Tribes • Town of Temple • City of Tuttle • Winter Creek Golf Course & Development (Blanchard, OK) • Wolf Living Center



Wastewater Experience

Cities, Towns & Rural Water/Sewer Districts (>5,000 population)

- City of Anadarko
- Comanche Co. RWD #4
- Jefferson Co. Cons. RW & SD #1
- Logan Co. RWS & SWMD #1
- City of Okmulgee
- City of Poteau
- Poteau Valley Improvement Authority
- Stephens Co. RWD #5
- City of Tecumseh
- City of Tuttle

Collection System Projects

- City of Anadarko
- Town of Beggs
- Town of Bowlegs
- Town of Cache
- Citizen Pottawatomie Nation
- Town of Cromwell
- Logan Co. RW & SD #1
- Town of McCurtain
- City of Midwest City
- Town of Minco
- City of Oklahoma City
- Town of Panama
- Pottawatomie Co. RWD #3
- Town of Prague
- City of Stroud
- City of Tecumseh
- City of Union City

Lift Stations & Force Mains

- Town of Cache
- Citizen Pottawatomie Nation
- Logan Co. RW & SD #1
- City of Midwest City
- City of Poteau
- Private Industrial Applications
- Sac & Fox Nation
- Town of Sayre
- City of Tuttle

Wastewater Treatment Plants & Lagoons

- City of Anadarko
(*Sequential Batch Reactor Repairs*)
- Town of Boley
(*Discharging Lagoons, Chlorination/De-Chlorination*)
- Town of Bowlegs
- Bridge Creek Public Schools
(*Extended Aeration Plant*)
- Citizen Pottawatomie Nation
(*New SBR Plant – 2013*)
(*New Extended Air Plant – 2013*)
- Town of Cromwell
(*Extended Aeration Plant*)
- Jim Hamilton (Hodgen) Prison
(*New Aerated Lagoon with Chlorination/De-Chlorination*)
- Town of Lexington
(*New SBR Plant – In Design Phase*)
- Lexington Prison
- Logan Co. RW & SD #1
(*Total Retention Lagoons*)
- Mack Alford Correctional Center
(*Aerated Lagoons*)
- Town of Panama
- City of Poteau
(*Extended Aeration Plant*)
- Town of Prague
(*New outlet structure & flow control*)
- Sac & Fox Nation
(*Total Retention Lagoons thru COE*)
- City of Stroud
(*Design & Rehab on 2 WWTP*)
- City of Tecumseh
(*Sequential Batch Reactor*)
- Town of Temple

REFERENCES

**Mr. Stephen Lawrence, PE**

Public Works Engineer

City of Edmond

10 S. Littler

Edmond, OK 73034

405-359-4798

stephen.lawrence@edmondok.com

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City Manager

City of Tuttle

221 W. Main Street

Tuttle, OK 73089

405-381-2335 x105

tyoung@cityoftuttle.com

Mr. Thomas Hendrix, PE

Engineering Division Manager

City of Broken Arrow

485 N. Poplar Avenue

Broken Arrow, OK 74012

918-259-2400

thendrix@brokenarrowok.gov

**Mr. Jack Stewart, PE**

County Commissioner

Canadian County, OK

201 N. Choctaw

El Reno, OK 73036

405.262.1070 ext. 6200

stewartj@canadiancounty.org

Mr. Dwayne Henderson, PE

City Engineer

City of Owasso

301 W. 2nd Avenue

Owasso, OK 74055

918.872.4959

dhenderson@cityofowasso.com

Mr. Cody Holcomb, PE

City Manager

City of Ada

231 S. Townsend

Ada, OK 74820

580.436.8001

cody.holcomb@adaok.com

WDB Engineering

Mr. Don Goforth

District Manger

Poteau Valley Improvement Authority

25768 US Hwy 270

Wister, OK 74966

918.655.7500

pvia12@windstream.net

Mr. Jimmy Stokes

City Manager

City of Tecumseh

114 Broadway

Tecumseh, OK 74873

405.598.2188

Mr. Tim Schook

City Manager

City of Stroud

P.O. Box 500

Stroud, OK 74079

918.987.0224

tschook@cityofstroud.com

Services Provided by CGE:

- ♦ Civil Engineering
- ♦ Land Surveying
- ♦ Water Resources
- ♦ Traffic Planning
- ♦ Transportation
- ♦ Bridge Design
- ♦ Land Planning & Design
- ♦ Site Evaluation Studies
- ♦ City Engineering
- ♦ Grant and Loan Application
- ♦ Program Management
- ♦ Design Development
- ♦ Bidding & Negotiation
- ♦ Graphic Renderings
- ♦ ADA Sidewalks
- ♦ Streetscape
- ♦ Structural and Building

437 W. Wilshire, Suite A
Oklahoma City, OK 73116
405.463.3369 o
405.463.3381 f

5416 S. Yale, Suite 210
Tulsa, OK 74135
918.949.6171 o
918.949.6174 f





MEMORANDUM

**TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL UTILITY TRUST AUTHORITY**

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

**RE: ENGINEERING DESIGN SERVICES PROPOSAL
CITY OF GLENPOOL ELEVATED WATER STORAGE FACILITY**

DATE: FEBRUARY 10, 2015

BACKGROUND

This item is for Board consideration and action regarding the review and approval of the attached professional services proposal submitted by The Cowan Group Consulting Engineers in Tulsa. Proposals for this work were also solicited and received from several other consulting firms as well regarding engineering design, construction document, and contract administration services necessary to fully design, permit, and construct an elevated water storage facility (tower) to be located on property currently owned by the City on 156th Street - east of Wind Song Meadows Addition. The engineering design and construction of this type of facility is in anticipation of the findings and recommendations to be reported in the Master Water System Study performed by The Cowan Group as approved in the previous request. The attached design proposal details the scope of work necessary to develop all construction documents necessary to gain local and ODEQ approvals and related construction permits needed to install an elevated storage tower, all associated site improvements, and certain waterline improvements to and from the proposed tower site. The design of certain mechanical equipment and control system upgrades to an existing water pressure booster station located along 151st Street is also included in the scope of work detailed in the proposal. This existing water pressure booster station will be used as an axillary method of supplying adequate water volumes necessary to maintain operational water levels in the new tower during emergency usage.

It is anticipated that this type of installation will provide a very significant increase in both static and residual water distribution system pressures along with a major enhancement of overall delivery rates within a two-mile radius around the new facility.

These system improvements will provide a dramatic and much needed increase in fire-flow capabilities as required by ODEQ and the National Fire Safety Code for existing and new Industrial, Commercial, and Residential projects in this portion of the City.

The proposal from The Cowan Group specifies a design and permitting period of approximately five (5) months for completion of the specified engineering design and permitting services. These services cover the production of the various construction documents and the related jurisdictional permitting necessary to bid and construct the project. Certain contract administration services performed during the actual construction phase of the project are also included and described in the scope of work. The total cost for the outlined scope of work will be \$147,500 and is proposed to be paid from funds made available to the City through the Tulsa County Vision 2025 sales tax initiative.

Attached is various informational literature detailing relevant past and current professional engineering services performed on similar projects - both locally and statewide by the Cowan Group. The biographies and professional credentials of the individuals that will be involved with the proposed work are also included for your reference.

Staff Recommendation:

Based on a careful evaluation of the engineering services outlined in proposals received, not only from The Cowan Group, but several other consulting engineering firms, Staff feels The Cowan Group represents the lowest and best qualified consultant to perform the tasks necessary to produce the engineering design and jurisdictional permitting necessary to successfully complete the specified scope of work. In view of this fact, combined with the support of the City's Vision 2025 ad hoc committee, Staff recommends approval of this project as a whole and authorization for the City manager to enter into a contract with The Cowan Group for the engineering design and permitting services described therein.

Attachment:

- A. Cowan Group Professional Services Proposal
- B. Informational Material – The Cowan Group Consulting Engineers



February 10, 2015

Mr. Lynn Burrow, P.E., CFM
Director of Community Development
12205 South Yukon Avenue
Glenpool, OK 74033

**RE: CITY OF GLENPOOL/GLENPOOL UTILITY SERVICES AUTHORITY
WATER STORAGE TANK CONSTRUCTION DOCUMENTS PROPOSAL**

Dear Mr. Burrow:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE), Consultant, appreciates your interest in our company and welcomes the opportunity to present a proposal to you and the City of Glenpool/Glenpool Utility Services Authority, Owner, for professional engineering services for the above referenced project.

GENERAL PROJECT BACKGROUND

The following serves as background information concerning this proposal:

- Project Name – New Water Storage Tank Facility
- Project Owner – City of Glenpool/Glenpool Utility Services Authority
- Owner Contact – Mr. Lynn Burrow, P.E., CFM, Community Development Director
- Project Description – Provide engineering and design services for the addition of a new water storage tank facility and its appurtenances near United States Highway 75 and State Highway 67 intersection.
- Project Deliverable – Approved construction documents and corresponding ODEQ "Permit to Construct" document for new water storage tank facility.

GENERAL OBLIGATIONS

- Owner to provide aerial land survey, water line drawings, pump information with respect to existing system;
- Owner to deliver to Consultant all record drawings, land surveys, sketches in electronic format; and
- Consultant shall provide routine correspondence and conduct general progress meetings with Owner.

PROJECT UNDERSTANDING

Our proposal for services is based on the following understanding. The Owner desires to construct additional water storage facilities on municipality-owned property near the intersection of United States Highway 75 and State of Oklahoma Highway 67. This new facility will provide a benefit to the community and to the city's water customers, in particular those located in the southern portion of the community. These benefits include increased, or at least stabilized water pressure fluctuations, and increase fire suppression capabilities for residential, commercial and industrial uses.

It is anticipated that the new water storage facility will be on the order of one (1) million gallon (MG) to one and a half (1.5) MG capacity. The actual capacity shall be determined based upon the City-Wide Water Model results. Likewise, the Owner desires to compare the capital plus operating and maintenance costs to construct, operate and maintain an elevated steel water storage tank versus a composite concrete support with an elevation steel bulb water

storage tank. Upon evaluating the costs, the Owner will determine which type of facility to construct. If the costs are similar, then the Owner reserves the right to design and bid both types of facilities against one another in order to provide the most beneficial facility possible for the community.

The Consultant and Owner mutually recognize and agree that certain specific water system improvements may be necessary in order to construct a new water storage facility and, therefore, considered a part of the required engineering and design services. These improvements may include, but are not strictly limited to the following: (1) new booster pumps located in the existing booster pump station immediately north of Highway 67 and east of Highway 75 and adequately sized to fill the new water storage facility within a proper time frame; (2) new distribution/transmission main on the order of 16" to 18" in diameter and 2,500 linear feet in length; (3) new tank effluent/system feed line on the order of 24" in diameter to tie in to the existing distribution system; and (4) a new generator and power supply instrumentation adequately sized to address the potential increase power demand. Other improvements may be required and shall be included as long as both parties mutually agree.

SCOPE OF SERVICES

The Owner has identified a need to develop construct certain specific capital improvements to the water distribution and storage system in order to enhance the system's performance and fire suppression capabilities. The Scope of Services below is detailed in order to provide the required engineering and design effort necessary to accomplish the above improvements. It is understood that project administration and management aspects are expected to be a part of and included within each task, such as regularly scheduled progress meetings and routine project correspondence.

Task One – Topographical Survey and Property/ROW Research

- Conduct topographical survey with respect proposed system improvements that include:
 - Site survey of new proposed water storage facility, approximately five (5) to ten (10) acres;
 - Site and system survey of the existing 151st Street booster pump station;
 - Proposed new force main alignment from the existing booster pump station site to the proposed new water storage facility site;
 - Proposed new distribution tie-in point(s); and
 - Establish and set two (2) benchmarks.
- Perform necessary Right of Way/Easement and Property/Ownership research with respect to the proposed project, which shall include:
 - Property/Ownership research of new proposed water storage facility;
 - Property/Ownership research of the existing 151st Street booster pump station;
 - Right of Way/Easement research of the new proposed force main alignment from the existing booster pump station site to the proposed new water storage facility; and
 - Right of Way/Easement research of the proposed new water storage facility and the proposed distribution tie-in point(s).
- Prepare required Conveyance Documents and Exhibits for Land Acquisition, if necessary.

Task Two – Subsurface Exploration and Evaluation

- Conduct or cause to be conducted a Subsurface Exploration and Evaluation of insitu soil conditions and corresponding engineering properties associated with the water storage tank site and booster pump station.
- Drill a minimum of two (2) bores associated with tank site, one (1) with the booster station and two (2) additional with distribution/transmission main.
- Obtain geotechnical and structural foundation recommendations in accordance with standard engineering practices and minimum requirements established by local building codes and national standards for potable water storage system elements.
- Submit Geotechnical Exploration and Evaluation Report to Owner for review and approval.

Task Three – Construction Document Preparation

- Incorporate appropriate water storage tank capacity as determined through the results of water modeling.
- Obtain manufacturer's design drawings on elevated steel water storage tank and/or elevated composite concrete-steel water storage tank in accordance with local building codes and American Water Works Association (AWWA) specifications and design standards.
- Perform structural design of tank foundation system in accordance with local building codes and AWWA specifications and design standards.
- Perform civil design on the layout of the storage tank site including erosion control, access, parking, grading, paving and drainage design, as well as influent/effluent piping and valving, perimeter security and telemetry control, if applicable.
- Perform civil engineering and design on the existing booster pump station in order to convert it into a dedicated tank pump station that controls the fill operations associated specifically with the new water storage tank.
- Perform the civil engineering and design on a new influent distribution/transmission main and appurtenances dedicate to fill operations of the new water storage tank.
- Perform the civil engineering and design on the effluent line and appurtenances that ties the new water storage tank to the existing water distribution system.
- Prepare complete construction documents, including construction plans and specifications along with appropriate contract bid documents.

Task Four – Construction Permitting

- Submit three (3) sets of Construction Plans and Specifications along with one (1) set of Application for Permit to Construct, Application Fee (paid by Owner), Engineering Report on Water Distribution System, and appropriate Water Model data, if required to the Oklahoma Department of Environmental Quality (ODEQ).
- Respond to and address ODEQ comments in such a manner as to obtain a Permit to Construct.

Task Five – Bid Assistance

- Advertise the new Water Storage Tank in accordance with State of Oklahoma Competitive Bid Act.
- Conduct Mandatory Pre-Bid Conference, if required.
- Respond to Bidder's questions and comments, if necessary.
- Issue Addenda, if necessary, in accordance with State of Oklahoma Competitive Bid Act.
- Conduct Public Bid Opening at City of Glenpool.
- Prepare Bid Tabulation Results
- Provide a Recommendation of Award Letter.

Task Six – Construction Services

- Conduct Pre-Work Meeting.
- Review Contractor Submittals.
- Respond to Contractor's Request for Information (RFI), if necessary.
- Issue Revisions to Construction Documents, if necessary.
- Provide Design Clarifications, if necessary.
- Conduct Periodic Site Visits, minimum of once a month over the duration of the construction.
- Review Pay Estimates/Requests for Accuracy and Completeness.
- Prepare Record Drawings.

ADDITIONAL SERVICES

Other design services that are not strictly identified or specifically associated with the completion of the agreed upon Project Understanding and subsequent Scope of Services shall be considered as additional services. Additional services shall include Owner directed work that is clearly outside of the base contract and agreed upon in writing by

both parties. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. Refer to Attachment "B". Additional services may include the following, but not limited to:

- Government Agency fees, including but not limited to construction permitting and land filing fees
- Aerial Topography and/or Boundary Surveys
- Specific Water System Design/Engineering Services for Construction Drawing preparation not specifically stated in Agreement or mutually agreed to in writing
- Phase I and/or Phase II Environmental Assessment

BASE CONTRACT FEE STRUCTURE (as outlined Scope of Services)

TASK	SCOPE OF SERVICES DESCRIPTION	FEE
1	Topographical Survey and Property/ROW Research	\$20,000
2	Subsurface Exploration and Evaluation	\$10,000
3	Construction Document Preparation	\$97,500
4	Construction Permitting	\$5,000
5	Bid Assistance	\$5,000
6	Construction Services	\$10,000
TOTAL:		\$147,500

SCHEDULE

Upon execution of the Notice to Proceed, the Consultant shall complete the above tasks and submit to the Owner in accordance with the schedule defined in Attachment "E".

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Travel expenses to include lodging, transportation & meals pre-approved by Owner
- Plotting and reproduction for special (non-progress) meetings, presentations and submittals outside of project duties
- Board mounted presentation graphics

COMPENSATION

For BASIC CONTRACT engineering services performed under this agreement, the Owner shall pay the Consultant a **Lump Sum amount of \$147,500** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Specialized printing, additional deliverables and review/permit/application fees will be considered as an Owner direct expense and will be billed to you at the actual costs.

If you concur with this proposal, please execute and date the attached Notice to Proceed (NTP), then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Project Overview and Limits
- **Attachment "B"** – CGE 2015 Hourly Rate Schedule
- **Attachment "C"** – Cowan Group Engineering, LLC General Conditions for professional services
- **Attachment "D"** – Consent of Members
- **Attachment "E"** – Schedule

Should you have any questions, please do not hesitate to contact the undersigned, as we want to ensure that we have a clear understanding of the project. Again, thanks for the opportunity to serve you.

Respectfully,

COWAN GROUP ENGINEERING, LLC



Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager/Chief Engineer

Enclosures: 5

NOTICE TO PROCEED

The terms identified in the Water Storage Tank Construction Documents proposal submitted to the City of Glenpool/Glenpool Utility Services Authority are understood and accepted as a binding contract. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

The foregoing Water Storage Tank Construction Documents proposal submitted to the City of Glenpool/Glenpool Utility Services Authority by Cowan Group Engineering, LLC, (including the Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached thereto was ADOPTED and APPROVED by the City of Glenpool City Council, and I was authorized to execute the same on behalf of the City of Glenpool, on the 17th day of February 2015.

CITY OF GLENPOOL

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

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CITY OF GLENPOOL

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

ATTACHMENT "A"



NTS

ATTACHMENT "B"



2015 Professional Hourly Rates

Professional Services

Principal	\$170.00
Chief Engineer	\$165.00
Associate	\$160.00
Senior Project Manager	\$156.00
Project Manager	\$149.00
Senior Project Engineer	\$137.00
Project Engineer	\$126.00
Engineer Level I	\$100.00
Engineer Level II	\$110.00
Engineering Technician I	\$86.00
Engineering Technician II	\$94.00
CAD Technician	\$70.00
Survey Manager	\$126.00
Survey Crew	\$149.00
Survey Crew - Scanner	\$250.00
Field Services Manager	\$88.00
Construction Services Administrator	\$105.00
Resident Project Representative	\$85.00
Administrative	\$95.00
Clerical	\$61.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	\$0.56 per mile

The rates and expenses described may be revised annually

ATTACHMENT " C "
COWAN GROUP ENGINEERING, LLC
GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services.** This Agreement is entered into between **Client** and **Cowan Group Engineering, LLC** ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.
2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 1/2% per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.
3. **Work Product.** Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions ("Services") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services, field data, and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Construction Observation.** If included in the Services, Consultant's services during construction shall be limited to observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
6. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
7. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
8. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.
9. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
10. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.

ATTACHMENT "D"

CONSENT OF MEMBERS

COWAN GROUP ENGINEERING, LLC

Consent of Members

The undersigned, being all of the Members of COWAN GROUP ENGINEERING, LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by KENNETH D. SCHWAB, PE on behalf of COWAN GROUP ENGINEERING, LLC of bid proposals, contracts, affidavits and related documents

DATED, this 11 day of SEPTEMBER, 2014

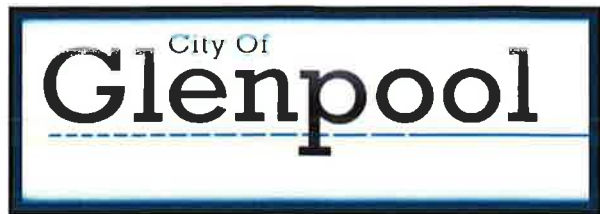
A handwritten signature in blue ink, appearing to read "Jeff Cowan", is written over a horizontal line.

Name printed: JEFF D. COWAN

Title: CEO

ATTACHMENT "E"
PROJECT SCHEDULE
CITY OF GLENPOOL
NEW WATER STORAGE FACILITY AND APPURTENANCES

[illegible]



**CITY OF GLENPOOL
STATEMENT OF QUALIFICATIONS**

FEBRUARY 10, 2015



In Partnership With
WDB ENGINEERING

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INTRODUCTION

FIRM PROFILE

Cowan Group Engineering

WDB Engineering

KEY PERSONNEL

RESUMES

EXPERIENCE

REFERENCES



February 10, 2015

Mr. Lynn Burrow, P.E., PLS, CFM
Community Development Director
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

**RE: STATEMENT OF QUALIFICATIONS
WATER RESOURCES AND SANITARY ENGINEERING SERVICES**

Dear Mr. Burrow:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE) along with WDB Engineering, PLLC (WDB) are pleased to be considered for water resource and sanitary engineering services on behalf of the City of Glenpool. We fully recognize the city's growth and its subsequent impact on the city's existing infrastructure. Without question the City of Glenpool is uniquely situated and positioned in such a manner as to reclaim its moniker as one of the original "boomtowns" in the state of Oklahoma. It is obvious that the city is realizing a resurgence of growth within the community now and should only expect this growth to continue. As discussed, the city desires to remain progressive and stay out in front of the growth to the best of the community's ability with respect to its infrastructure, specifically with respect to the water supply system.

CGE coupled with WDB are pleased to submit our qualifications to the City of Glenpool. We believe that we are well equipped and well experienced in municipal engineering services, specifically water resources and sanitary engineering services. Our team is presently engaged in providing similar water resources and sanitary engineering services to the City of Mustang, the City of Tuttle, and the City of Holdenville. In addition, Mr. Kenneth Schwab, the Tulsa Operations Manager for CGE, is the former Director of Engineering and Construction with the City of Broken Arrow and while at the Broken Arrow oversaw the design and construction of both a new 20 MGD microfiltration membrane water treatment facility, as well as a major wastewater treatment plant conversion from conventional treatment process to an activated sludge treatment process using an oxidation ditch technology. He is also a Class A Certified Water and Wastewater Operator, as well as a Class C Wastewater Laboratory Operator in the State of Oklahoma.

Furthermore, CGE and WDB have an excellent working relationship and a lengthy record of successful projects together. Both CGE and WDB, individually and collectively, strongly

believe in a client first approach coupled with a desire to build long-term working relationships with the city as an organization, as well as a community.

Attached, please find our collective Statement of Qualifications demonstrating our capabilities with respect to your community's needs. CGE and WDB are established and founded on a desire and subsequent ability to assist and serve local municipalities. We are honored and privileged to be considered to help serve you and your community by providing these professional engineering services.

Respectfully,

COWAN GROUP ENGINEERING, LLC



Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager

Enclosures (1)

INTRODUCTION

Pursuant to the City's request for qualifications, Cowan Group Engineering, LLC is providing the following Statement of Qualifications. The City desires the services of an Engineering team that has expertise and experience in municipal engineering, planning and design; specifically water resources and sanitary engineering. Cowan Group Engineering (CGE) has assembled an elite team of professionals who will bring unparalleled experience, knowledge and skills, and will provide the City with local expertise, quality design and timely customer service.

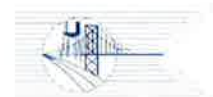


Cowan Group Engineering (CGE) staff has over 150 collective years of civil engineering, land survey, water resources, transportation design, land planning, and construction management. CGE offers a full range of civil engineering services from project pro forma to final record drawings. Our cliental include City, County, and State Governments, developers, architects, and other engineering firms. The near-by CGE office is located in Tulsa, Oklahoma at 5416 S. Yale Avenue immediately west of

LaFortune Park. CGE Team will utilize established, well-proven management procedures to ensure the orderly, successful execution of the service. Effective communication and management is critical to the success of any City.

The CGE Team will commission **Mr. Kenneth Schwab, PE, CFM** who will serve as the Project Manager and he will handle the day-to-day duties to serve the City. Mr. Schwab will serve as the single point of contact for the City, and will delegate, direct, and/or design projects respectively. **Ms. Rebecca Poole, PE** will assume the ongoing and primary role of Deputy Manager for the Team. Other personnel from CGE will be responsible for planning/review/design as shown in the key personnel chart. Our local team has an impressive breadth and depth of experience, and is committed to providing quality work, meeting project schedules and providing services for a reasonable fee.

CGE has elected to team with **WDB Engineering (WDB)** for the role of water resources planning and design. Mr. David Wyatt, PE will serve as lead engineer, and WDB specializes in public works projects including water source planning and the transport and treatment of water and wastewater. The firm's strength lies in the planning, design and administration of projects for municipalities, counties, rural water districts, state and federal governments. WDB embraces a "hands-on" approach to project management enabling the firm to work closely and effectively with the client, governmental reviewing entities and funding agencies.



In complete confidence, the entire CGE Team will deliver a quality service to the City. Our Team will focus on providing the very best technical direction and project delivery to fulfill the project requirements and meet the needs of the City for cost effectiveness and reliability of planned improvements. We trust the City can count on us to deliver a quality project, provide innovative ideas, and develop a lasting relationship.

FIRM PROFILE

Cowan Group Engineering, LLC (CGE) staff have over 100 years of civil engineering design, water resources, land survey, land planning, and construction management. CGE offers a full range of civil engineering services from project planning to final record drawings. Our clients include City, County, and State Governments, developers, architects, and other engineering firms. With offices in Oklahoma City and Tulsa, CGE is able to provide quality and timely services. Below is an overview of CGE services:

WATER RESOURCES

- Water Distribution, Storage and Treatment
- Groundwater Evaluation
- Wastewater Collection and Treatment
- Pump Stations
- Storage Reservoirs
- Wetlands Creation/Maintenance
- Dam Inspection, Design, and Evaluation
- Studies and Evaluations

LAND SURVEY

- Boundary Control
- Topographical Land Survey
- ALTA Survey
- Control and GIS Survey
- Flood Survey

TRANSPORTATION

- Streets and Intersections
- Urban and Rural Highways
- Drainage Plans
- Bridge Structures
- Traffic Engineering
- Bike Paths
- Construction Administration
- Turnpikes and Toll Plaza

CIVIL ENGINEERING

- Civil & Site Design
- Commercial Development
- Residential Development
- Drainage Planning
- Stormwater/FEMA studies
- Sanitary Sewer Systems
- Water Distribution Systems
- Construction Administration
- Shop Drawing Review

PLANNING

- City Planning
- Project Proforma
- Land Planning and Design
- Graphic Renderings
- Site Evaluation Studies

OTHER

- City Engineering
- Program Management
- Scheduling
- Design Development
- Site Observation
- Bidding and Negotiation
- Contract Documents

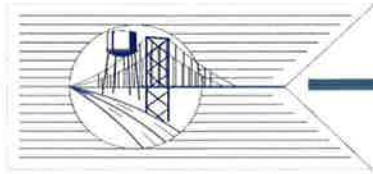
GRANT/LOAN APPLICATION

- Acting as Administrator
- Assisting with Administration
- Form Completion

**5416 S. Yale, Suite 210
Tulsa, OK 74135
918.949.6171**

**437 W. Wilshire, Suite A
Oklahoma City, OK 73116
405.463.3369**





WDB ENGINEERING

Firm Profile

WDB Engineering, PLLC (WDB) specializes in public works projects including water source planning, highway transportation, drainage and the transport and treatment of water and wastewater. The firm's strength lies in the planning, design and administration of projects for municipalities, counties, rural water districts, state and federal governments.

WDB embraces a "hands-on" approach to project management enabling the firm to work closely and effectively with the client, governmental reviewing entities and funding agencies. WDB has worked on hundreds of projects with clients and reviewing agencies such as the Oklahoma Department of Environmental Quality, Oklahoma Water Resources Board, Oklahoma Department of Transportation, Oklahoma Department of Commerce, Oklahoma Turnpike Authority, Economic Development Administration, Federal Aviation Administration, Environmental Protection Agency and United States Department of Agriculture – Rural Development.

WDB has been responsible for projects ranging in construction values from less than \$50,000 to more than \$20 Million. These projects have ranged from completely new facilities to the rehabilitation of existing structures.

WDB places a high priority on providing quality engineering service by addressing the client's needs, including project planning and design, scheduling, budgeting and administration. The firm's experience, credentials, strong staff and dedication to the client's needs ensure a high quality of service in an efficient and timely manner. WDB prides itself on a commitment to quality service which has resulted in many long-standing client relationships. WDB has worked with most of its current clients for more than ten years, and several affiliations exceed three decades.

The WDB office is centrally located in southern Oklahoma City at:

6330 SE 74th Street
Oklahoma City, 73135
405.741.7090 (office)
405.741.7094 (fax)



KEY PERSONNEL



LEADERSHIP TEAM

PROJECT MANAGER
Kenneth D. Schwab, PE, CFM (CGE)

DEPUTY MANAGER
Rebecca Poole, PE (CGE)

LEGEND

(CGE) Cowan Group Engineering
(WDB) WDB Engineering

Quality Control
Jeff Cowan, PE (CGE)

THE TEAM

Water Resources

David Wyatt, PE (WDB)
Rebecca Poole, PE (CGE)
Kenneth Schwab, PE, CFM (CGE)

Civil-Site

Kenneth Schwab, PE, CFM (CGE)
Sean Fairbairn, PE, CFM (CGE)
Russ Fischer, PE, CFM (CGE)

Planning-Special Projects

Kenneth Schwab, PE, CFM (CGE)
Rebecca Poole, PE (CGE)
David Wyatt, PE (WDB)

Land Survey and Legal

Gordon Johnson, PLS, PE (CGE)
Justin Smith, PLS (CGE)

Street-Drainage

Kenneth Schwab, PE, CFM (CGE)
Sean Fairbairn, PE, CFM (CGE)
Lynelle Nichols, PE (CGE)

Structural

Kenneth Schwab, PE (CGE)
Matt Trowbridge, EI (CGE)

Agency/Funding Coordination

Kenneth Schwab, PE, CFM (CGE)
Rebecca Poole, PE (CGE)

Construction Services

Kenneth Schwab, PE, CFM (CGE)
Russ Fischer, PE, CFM (CGE)



EDUCATION

M.A., Administrative Leadership
University of Oklahoma, 2010

M.S., Civil Engineering
Oklahoma State University, 1995

B.S., Civil Engineering
Oklahoma State University, 1988

REGISTRATION/CERTIFICATION

Oklahoma PE #17006, 1993
Certified Flood Plain Manager
Oklahoma #OK-04-00072, 1999
Water Works Operator, Class A
Oklahoma #95412
Wastewater Works Operator, Class A
Oklahoma #95412
Wastewater Laboratory Operation
Class C
Oklahoma #95412

ASSOCIATIONS

American Water Works Association
American Concrete Institute
Oklahoma Floodplain Managers
Association

PUBLIC SERVICE

Regional Metropolitan Utility Authority
(RMUA) Trustee, 2009-2014
Southwestern American Water Works
Association
Oklahoma Deputy Trustee

KENNETH D. SCHWAB, PE, CFM PROJECT MANAGER

Mr. Schwab has over 25 years' experience involving the project management of major design projects. Recently, he has design and managed major projects with the City of Broken Arrow. His primary technical experience is design and construction management and more specifically public works and infrastructure improvements; specifically building and non-building structures and foundations, water distribution, wastewater collection, stormwater, site development and transportation/traffic facilities.

EXPERIENCE

Chief Engineer/Project Manager – Cowan Group Engineering, LLC

Mr. Schwab serves as the Chief Engineer for Cowan Group Engineering as well as Project Manager on key projects. As the Project Manager he brings a wealth of knowledge and experience. His key experience is transportation design, planning, design, and construction oversight.

- City of Broken Arrow - On-Call engineering services
- City of Broken Arrow - Project Green development along Broken Arrow Expressway. Project scope of Phase 1 includes key project planning and management, boundary survey, extensive drainage and detention, land planning, site development, transportation, and working closely with economic development
- City of Oklahoma City: MAPS School Gyms structural design

Director of Engineering and Construction – City of Broken Arrow

Oversaw all engineering and construction of city-wide public improvements, including building, streets, storm water facilities, water, and wastewater facilities.

- Oversaw the City participation in the Regional Metropolitan Utility Authority including administration, design and construction of nearly \$10 million in wastewater system improvements and approximately \$1 million in annual operations.
- Managed over \$17 million in street design and widening improvements.
- Oversaw the design and construction of a new 20 MGD membrane process water treatment facility. Performed the design for a new 20 MGD, 24-inch diameter water connection to the City of Tulsa water transmission system. Performed the design of a new booster pump station.
- Oversaw the conversion of the community's secondary disinfection process from chlorination to chloramination. Served as one of ten individual authority members on the Regional Metropolitan Utility Authority (RMUA), a public trust. Recently conducted a presentation before the State of Oklahoma House of Representatives Utility and Environmental Regulation Committee.

President/CEO, Owner – Infrastructure Design Services, Inc.

Served as City/Town Engineer for several local municipalities and oversaw capital improvement projects and engineering-related issues with each community. Communities included: City of Coweta, Town of Inola, Town of Barnsdall, Town of Kellyville, Town of Hulbert and Town of Avant. Also worked on capital improvement projects with local government agencies that included the City of Tulsa, City of Broken Arrow and Tulsa County. In addition, served as the water system engineer for two Creek County Rural Water Districts. Oversaw design and construction of several local water distribution projects for the City of Coweta, Town of Inola, and Creek County Rural Water District Numbers 2 and 4.



- Oversaw the design and construction of a slow sand filtration water treatment plant expansion for the Town of Avant.
- Performed annual dam inspection of the Barnsdall Lake Dam, community raw water source, in accordance with Oklahoma Water Resources Board criteria.
- Oversaw the construction of a landfill liner expansion project for the City of McAlester.
- Performed specialized structural engineering design on City of Ardmore Wastewater Treatment facility and City of Claremore Wastewater Treatment facility, as well as Town of Skiatook Water Treatment facility.

Project Manager – Tetra Tech, Inc.

Served as City/Town Engineer for several local municipalities and oversaw capital improvement projects and engineering-related issues with each community. Communities included: City of Miami, City of Vinita, and Town of Inola. In addition, oversaw all general civil, transportation and storm water related projects for the Tulsa office. Key clientele included; Oklahoma Department of Transportation, Oklahoma Turnpike Authority, City of Tulsa, City of Broken Arrow, City of McAlester, City of Ponca City, City of Sapulpa, City of Miami, City of Vinita, City of Blackwell and Town of Inola. Also, oversaw all structural design and telecommunication projects with the organization.

- Oversaw structural engineering for several municipal wastewater treatment facilities expansion or upgrade projects including: City of Sapulpa, City of Miami, City of Okmulgee, City of Owasso, City of Vinita and the Town of Inola.
- Oversaw the design of several roadway arterial street upgrade projects for the City of Tulsa, City of Broken Arrow, City of Sapulpa, City of McAlester, and City of Ponca City.

Project Engineer – NOVA Engineering, Inc.

Served as design civil and structural engineer on petrochemical facility projects and municipal capital improvement projects.

- Performed specialized structural engineering services on petrochemical process plant expansions and upgrades for Phillips 66 Company, Conoco, Kerr-McGee, Farmland, and others.
- Performed water line design services for the City of Tulsa on distribution system.

Project Engineer – The Benham Group

Served as design structural and transportation engineer.

- Performed specialized structural engineering design services for powerhouses located along the Arkansas River, specifically: Lock and Dam No. 13 near Fort Smith, Arkansas; Lock and Dam No. 9 near Morrilton, Arkansas; and Lock and Dam No. 2 near Dumas, Arkansas.
- Performed geometric layout and design of four state bridges located along State Highway 51 in Broken Arrow.





EDUCATION

B.S., Civil Engineering
Oklahoma State University

REGISTRATION/CERTIFICATION

Professional Engineer
Oklahoma PE #18102
North Carolina PE #30572

ASSOCIATIONS

American Society of Civil Engineers
National Society of Professional Engineers
American Public Works Association

WORK HISTORY

Cowan Group Engineering, LLC
CEO
Current

MKEC Engineering Consultants, Inc.
Senior Project Manager
2008 –2012

GRACE Development
Charlotte, NC
Senior Project Manager
2004-2008

Tetra Tech FHC
Manager of Operations – Oklahoma
1998-2004

Professional Engineer
The City of Tulsa, Oklahoma
1997-1998

Professional Engineer I
Oklahoma Department of Transportation
1989-1997



JEFF D. COWAN, PE QUALITY CONTROL ENGINEER

Mr. Cowan has over 25 years' experience involving the project management of major design projects. He has managed private, federal, state, and municipal projects throughout Oklahoma. His primary technical experience is design and construction management. He has led project teams and performed design for numerous land development, water, wastewater, drainage and transportation improvement projects.

EXPERIENCE

Principal – Cowan Group Engineering, LLC

An Oklahoma entity, Mr. Cowan created Cowan Group Engineering to provide a local professional civil engineering company that brings a diversified experience background. Mr. Cowan also leads the team to produce a quality design product, on-time, and for a fair fee. The key to a successful project is close communication with the client and staff.

- City Engineer – City of Tuttle
- Town Engineer – Town of Calumet
- Project Manager for several key clients in Oklahoma
 - City of Edmond
 - Canadian County
 - City of Ada
 - City of Broken Arrow
 - Oklahoma Turnpike Authority

Senior Project Manager – MKEC Engineering Consultants, Inc.

As Project Manager, I directed and managed a team of engineers, CAD technicians, and clerical staff. I was responsible for business development, securing work for the staff, managing the design and budget, and providing a quality product for the client. My primary clients included state and municipal agencies throughout the State of Oklahoma. Below are brief descriptions of my past responsibilities:

- City Engineer for the City of Tuttle
- Project Manager for several key clients in Oklahoma
 - City of Tuttle
 - City of Oklahoma City
 - City of Edmond
 - Oklahoma Department of Transportation
 - Oklahoma Turnpike Authority
 - City of Broken Arrow
- Prepared proposals for new projects as requested by clients.
- Prepared and deliver presentations to secure work and for project status reports
- Prepared contract agreements, negotiate fees, and prepare design budgets and schedules.
- Provided marketing department with conceptual ideas for promoting Tetra Tech
- Managed and directed work of subcontractors that include land surveyors, geotechnical consultants, aerial mapping, landscape architects, and land acquisitions agents
- Worked closely with Office Manager for interviewing and securing new employees

Senior Project Manager – GRACE Development in Charlotte, NC

GRACE Development was created in 2004, and in the fall I was recruited to manage and direct all existing and new land development projects. As the only technical manager of GRACE, I work closely with the partners to find new land

opportunities while managing the existing land developments under contract and construction. I secure professional services for the planning phases, coordinate the due diligence functions, and coordinate the final design of the project(s). I prepare conceptual budgets during the due diligence for the required financing. I work closely with the professional staff to secure the required permits, and upon closing of the land the project is ready to construct. I secure and negotiate contractors to construct the project(s) and prepare schedule(s) for the construction as well.

- Stonebridge – 106 single family residential lots on 110 acres in Mint Hill, NC
- Water Leaf – 23 single family estate lots on 50 acres in Mint Hill, NC
- The Mills – Along Rocky River Road in the City of Concord, NC, 536 acres of PUD mixed use with a maximum of 1200 single family, and 60 acres of commercial.
- Arlington Hills – 52 single family residential lots on 67 acres in Mint Hill, NC
- Vermillion – Stage 4 – 30 single family residential lots in Huntersville, NC
- River Bluff – 167 single residential lots on 88 acres in Cramerton, NC
- Valencia – 330 single family residential lots on 167 acres in Huntersville, NC
- 521 Commercial – 40 acre commercial/ retail development in Lancaster, SC
- City of Concord, NC – Off-site gravity sanitary sewer and lift station

Manager of Operations – Oklahoma - Tetra Tech

As the Manager of Operations, I directed and managed a team of engineers, CAD technicians, field inspectors, and clerical staff. I was responsible for business development, securing work for the staff, managing the design and budget, and providing a quality product for the client. My primary clients included state and municipal agencies throughout the state of Oklahoma. Below are brief descriptions of my past responsibilities:

- Prepared proposals for new projects as requested by clients.
- Prepared and deliver presentations to secure work and for project status reports
- Managed over \$3,450,000 in design and construction administration contracts.
- Prepared project quality control manuals for each project
- Prepared contract agreements, negotiate fees, and prepare design budgets and schedules.
- Forecasted internal monthly and quarterly project revenue and direct expenses.
- Managed and identify continuing education requirements and opportunities for improvement.
- Created and implemented new office policy and procedures.
- Managed and directed work of subcontractors that include land surveyors, geotechnical consultants, aerial mapping, landscape architects, and land acquisitions agents.

Professional Engineer, The City of Tulsa, Oklahoma

- Project Engineer in the transportation design branch.
- Managed the design of major urban roadway improvement projects
- Managed the City-wide ADA sidewalk improvement program
- Reviewed and negotiated agreements and amendments with consultants
- Prepared contract documents and specifications for construction bidding.
- Provided support for the public relations department to inform and communicate to businesses, residents, and the general public.

Professional Engineer I, Oklahoma Department of Transportation

- Managed the construction of a roadway project, which involved six bridges as well as roadway widening. The project was along I-44 at Memorial Ave. and 31st Street through the City of Tulsa.
- Completed the project management of one the largest single contracted projects in the State of Oklahoma, located on I-44 between I-244 and SH-169.
- Worked closely with engineers on a project at 71st and Harvard (City of Tulsa) to redesign the most efficient wall design to use the same amount of cubic yards as had been estimated and planned, adhering to cost guidelines.





EDUCATION

B.S., Architectural Engineering, 1990
University of Colorado, Boulder

REGISTRATION/CERTIFICATION

Professional Engineer
Oklahoma PE #18265

PROFESSIONAL MEMBERSHIPS

American Water Works Association –
Southwest Section
Water Environment Federation
Oklahoma Rural Water Association
American Society of Civil Engineers
Engineers Without Borders

WORK HISTORY

Cowan Group Engineering, LLC
Senior Project Engineer
Current

Wall Engineering, LLC
Senior Engineer
2012 - 2014

Oklahoma Department of Environmental
Quality - Drinking Water State Revolving
Fund (DWSRF)
Section Engineering Manager II
2007 – 2012

United States Department of Agriculture
Rural Development
Civil Engineer
2003 – 2007

Oklahoma Department of Environmental
Quality
Professional Engineer III
1991 – 2003



REBECCA POOLE, PE DEPUTY PROJECT MANAGER

Ms. Poole is a skilled civil engineer with 22 years of experience in public water supply regulatory compliance, planning, design and construction oversight. Ms. Poole's background with numerous state and federal agencies allows for seamless communication during planning, design, permitting, construction and operation of municipal and water resources projects.

EXPERIENCE

Cowan Group Engineering, LLC:

Ms. Poole serves as the Senior Project Engineer for Cowan Group Engineering. She is responsible for oversight of planning, design and construction administration for multiple types of civil engineering projects with specific focus on public water supply and wastewater.

- City Engineer – City of Holdenville
- City of Edmond – Project Manager for the development of one new source groundwater well, and rehabilitation of existing well in the Garber-Wellington Aquifer. Project includes planning, OWRB permitting, test well drilling, project management, design services and project bidding.
- City of Tuttle – Project Manager for the development of groundwater well number 12. Scope include test well, survey, design, permitting.
- Town of Calumet – Project Engineer for new groundwater test well

Wall Engineering, LLC:

- Responsible for client acquisition, development of engineering fees, consultant agreements, and complete project management from planning through design and construction oversight until project close-out.
- Administration of all areas of project development including coordination with funding and regulatory agencies such as Oklahoma Department of Environmental Quality, Oklahoma Department of Transportation and Oklahoma Water Resources Board.
- Prepared all engineering and environmental documents necessary for project advancement including engineering reports, environmental information documents, residuals management plans, water rights acquisition, design plans and specifications, bidding, contracting and construction documents.
- Provided client assistance on a variety of issues through diligent communication.

Oklahoma Department of Environmental Quality:

- Program manager for the Oklahoma DWSRF funding program which provides low-interest loans to public water supply systems through the state environmental agency.
- Supervising manager for ten staff members including engineers, environmental specialists and administrative personnel.
- Coordination with financial staff to ensure proper allocation of all funds relating to construction projects, technical assistance contracts and fund administration.
- Focus on efficiency, accuracy and methods to streamline the DWSRF program through improved procedures and checklists.
- Provided oversight of all projects through participation in new borrower meetings, weekly project status meetings and frequent project reviews.
- Coordination with EPA for oversight and auditing of the program.

- Active member of the Oklahoma Funding Agency Coordinating Team (FACT) which has representatives from several state and federal agencies responsible for providing funding to water and wastewater systems. Helped to coordinate inter-agency meetings, develop and revise template documents for Engineering Agreements, Engineering and Environmental Report guidelines for water and wastewater projects in Oklahoma.
- Frequent presenter at water conferences such as the Oklahoma Rural Water Association and the Southwest Section American Water Works Association.

United States Department of Agriculture:

- Provided engineering and construction monitoring for utilities (water and wastewater systems), community facilities, businesses, multi-family and single family housing projects through the federal Rural Development program.
- Reviewed engineering reports, cost estimates, plans, specifications, contract documents, bid proposals, engineering agreements, resident project inspector agreements and change orders.
- Participated in pre-bid meetings, pre-construction conferences, monthly planning/ progress meetings, construction and final inspections.
- Ensured timely and consistent reviews to all engineering, environmental and construction related documentation.
- Active member of the Oklahoma Funding Agency Coordinating Team (FACT).
- Provided training and technical assistance to state office staff, field staff and consulting engineers.
- Created template documents, spreadsheets and databases for use by loan specialists, technicians and human resource staff.
- Frequent presenter at water and wastewater conferences such as the Oklahoma Rural Water Association and the Southwest Section American Water Works Association.

Oklahoma Department of Environmental Quality:

- Performed a variety of jobs relating to the public water supply (PWS) program in Oklahoma including plan review engineer, PWS district (enforcement) engineer, Lead and Copper Rule (LCR) Coordinator, Safe Drinking Water Information System (SDWIS) Coordinator, Interim Enhanced Surface Water Treatment Rule (IESWTR) and Disinfectants/ Disinfection By-Product (DDBP) Rule technical specialist.
- Participated in complaints investigation, technical assistance, emergency response, enforcement order preparation and source water protection activities.
- Served as PWS Team Leader and assisted the PWS Section Manager with development of the EPA primacy package for IESWTR and DDBP Rules with subsequent approval as the first state authorized to implement these two rules. Served on a national workgroup to develop guidance materials for small systems.
- Created spreadsheets and databases for various rules and regulations such as LCR, IESWTR, DDBP, disinfection profiling and monthly operational reports.
- Certified by EPA to conduct Sanitary Survey Training and Comprehensive Performance Evaluations. Participated in Area-Wide Optimization activities.
- Provided training to PWS engineers, compliance officers, staff, management, water systems, city officials and rural water district board members on all aspects of the Public Water Supply Program, rules and reporting requirements.
- Represented ODEQ as a speaker at local, regional and national conferences.





EDUCATION

B.S. Civil Engineering, 2009
Oklahoma State University

REGISTRATION/CERTIFICATION

Professional Engineer
OK

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers

WORK HISTORY

Cowan Group Engineering, LLC
Project Engineer
Current

MKEC Engineering Consultants, Inc.
Civil Engineer
2009 – 2012

Cobb Engineering Co.
Internships from Dec.2005-Dec. 2006



SEAN K. FAIRBAIRN, PE, CFM

PROJECT ENGINEER

Mr. Fairbairn is responsible for the design and preparation of detailed plans and reports for municipal, state and development projects. Project design experience includes site development, sanitary sewer systems, water lines, horizontal and vertical geometry, site and channel grading, and hydraulic and hydrologic calculations for storm water sewer systems.

PROJECT EXPERIENCE

• Site Development

- Zivko Hanger Site improvement
- Maple School new gym site improvement
- Tulsa Insurance Auto Auction site development
- Review/Approval of Prairie Hills Single Family site development (24 lots)
- Review/Approval of Deer Ridge Run in Tuttle (80 lots)
- Stevens-West Medical site development in City of Oklahoma City

• **City of Edmond. Summer Oaks water line:** Design and specifications for the rehabilitation of over 7100 linear feet of 8-inch PVC water line. Scope included directional drilling and pipe-bursting and temporary water line

• **City of Edmond. Capital View:** Design and specifications for the rehabilitation of over 8100 linear feet of 8-inch PVC water line. Scope included directional drilling, trenching, and appurtenances.

• **City of Edmond Public Works Authority:** Design and specifications for over fourteen (14) sanitary sewer rehabilitation projects throughout the City of Edmond.

• **City of Edmond Public Works Authority:** Emergency design and specifications for over four (4) sanitary sewer creek crossings throughout the City of Edmond during the 2010 flooding.

• **City of Edmond. Fiscal 2012 – Phase 1 Sanitary Sewer Rehabilitation.** Design and specifications for over 10,000 linear feet of 8-inch sanitary sewer pipe-bursting rehabilitation

• **City of Edmond. Fiscal 2012 – Phase 2 Sanitary Sewer Rehabilitation.** Design and specifications for over 9,000 linear feet of 8-inch sanitary sewer pipe-bursting rehabilitation

• **City of Edmond. Integris Health:** Civil/Site design of Hospital located on a 26-acre site in Edmond, OK. Design and plan preparation for storm water sewer and sanitary sewer.

• **Edmond PWA. Phase 2 Coffee Creek WWTP Rehabilitation.** Design and specifications for oxidation ditches, clarifiers, concrete repair and appurtenances.

• **Edmond PWA. Phase 3 Coffee Creek WWTP Rehabilitation.** Design and specifications for oxidation ditches, clarifiers, and appurtenances

• **City of Tuttle:** Design and specifications for over 7000 linear feet of new 12-inch water line from SH 37 to Rock Creek Road. Scope included boring and casing under SH 37, new alignment, legal easements, and water modeling.

• **City of Tuttle:** Design of water well number 12, and 6-inch PVC water line

• **City of Tuttle:** Design of 7th Street sanitary sewer line and manholes

• **City of Tuttle:** Design of Cimarron-Phase 2 urban street project from SH 37 south one-half mile which included 2 lane widening with curb and gutter with closed storm water system.

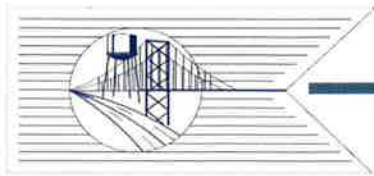
• **City of Tuttle:** Design coordination of water well number 11 at Schrock Park

• **City of Tuttle:** Design of various water lines in the City of Tuttle; Sara Road water line, SH 4 and Tyler Road water line, Silver City Ridge water line

• **City of Tuttle:** Design of the ODOT SH 37 sidewalk

• **City of Tuttle:** Design of the Jeffries storm water project

- **City of Tuttle:** Design of the SW 4th Street sewer rehabilitation project. Survey and design of 10-inch gravity main.



WDB ENGINEERING

David B. Wyatt, P.E.

Water Resources Engineer

POSITION:

Principal Engineer, WDB Engineering, PLLC



EXPERIENCE:

Mr. Wyatt has over 30 years' experience as a civil engineer, two years as a construction superintendent laying telephone water and electrical lines, as well as one year as a superintendent and estimator for a paving contractor.

In 1984, Mr. Wyatt joined ABT Engineering, Inc. In that time, he was involved in the administration, design and construction of sanitary sewer treatment plants, water treatment plants, lagoon systems, pump stations, subdivisions, municipal street reconstruction, storm drainage facilities, water distribution systems, water storage tanks and sanitary sewer collection system. He is experienced in dealing with the requirements of various state and federal agencies, as well as municipalities and public works authorities.

Mr. Wyatt became a partner in Wyatt-Doyle & Butler Engineers, Inc. when the firm was formed late in 1989. His responsibilities included directing and coordinating various water, sewer and other projects as principal-in-charge. Mr. Wyatt also represented the firm as Principal Engineer for several rural water districts and municipalities.

Mr. Wyatt became the owner of WDB Engineering, PLLC, when the firm was formed in 2000. Presently, his responsibilities include directing and coordinating various water, sewer and other projects as principal-in-charge. Mr. Wyatt also represents the firm as Principal Engineer for several rural water districts and municipalities.

Mr. Wyatt's strong planning, design and construction management experience has gained him the respect of many Oklahoma cities, towns and rural water districts. His commitment to quality service has resulted in long-standing client relationships, some of which exceed thirty years.

EDUCATION: B.S. Civil Engineering, Oklahoma State University

REGISTRATION: Professional Engineer (PE), State of Oklahoma

ORGANIZATIONS: American Society of Civil Engineers
Oklahoma Rural Water Association
American Public Works Association
American Water Works Association



Project Experience

Water Resources

City of Mustang – Mustang Water Model – Prepare a comprehensive hydraulic water model and detailed maps of the Mustang public water supply system to identify existing and future areas where infrastructure improvements are needed to sustain pressure and fire flow requirements. The project will be utilized to optimize Mustang's groundwater and purchased water sources while providing an accurate assessment of water distribution for new developments.



Edmond Public Work Authority – Groundwater Wells – Planning and design of Two new wells in the Garber-Wellington aquifer. Project planning, water rights, test well drilling, survey, construction drawings, contract documents and specifications.

City of Edmond – Summer Oaks Water Line –

Replacement of over 7,400 linear feet of 8-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching, water line pipe bursting and appurtenances.



Calumet Public Works Authority – New Water Well #5 – Planning and design for new screened, shallow water well including well house, piping and all appurtenances.

Tuttle Public Works Authority – New Water Well #11 – Planning and design for new screened, shallow water well including well house, piping and all appurtenances.



Tuttle Public Works Authority – New Water Well #12 – Planning and design for new screened, shallow water well including well house, piping and all appurtenances.

City of Edmond – Capital View Water Line – Replacement of over 8,100 linear feet of 4, 6 and 8-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching and appurtenances.

City of Edmond – South Park Water Line –

Replacement of over 6,400 linear feet of 4, 6, 8 and 12-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching and appurtenances.



Project Experience

Water Resources

Verdigris River Water Treatment Plant Improvements - Owner Representative responsible for the entire oversight and direction of the project design for a new 20 MGD water plant including: a raw water pump station and conveyance line, 160 MG pre-sedimentation, plate settler pre-treatment unit, microfiltration membrane treatment process, on-site sodium hypochlorite generation unit, 900 horsepower - 30 MGD, variable speed drive high service pump station, 6 MG pre-stressed concrete clearwell, three sludge lagoons, and a 250-foot tall communication tower. Estimated cost of construction \$57 million.

Henryetta Water Treatment Plant Improvements - Structural Engineer responsible for analyzing Engineer of Record's structural design of the Superpulsator Water Treatment Plant Facility. The facility experienced severe cracking during construction activity.

Broken Arrow Water Storage Maintenance Program

Owner Representative responsible to oversee, coordinate, and implement a comprehensive water storage facility enhancement and Maintenance program. Effort included coordination of taking each individual facility off-line, conducting an inspection, Disinfecting the facility and re-introducing it for service.



Broken Arrow Water System Disinfection Conversion -Owner Representative responsible to oversee, coordinate, and implement the conversion of the community's chlorination disinfection process to mono-chloramination disinfection process. Effort included preparing staff and council for conversion, coordination with DEQ, conduct public notification and education program, organize public meetings, address environmental activist concerns and present to State of Oklahoma House of Representatives Conference Committee on Utility and Environmental Regulations on September 10, 2013.

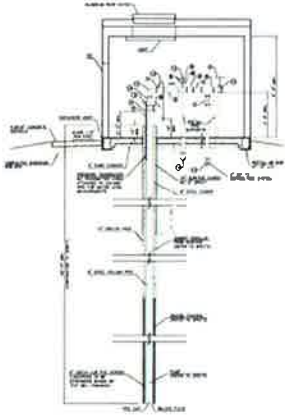
Broken Arrow Supplemental Water Connection - Engineer of Record responsible for the funding, coordination and design of a new 24-inch diameter PVC treated water transmission line approximately 6,600 linear feet running from Tulsa to Broken Arrow. Construction cost of \$950,000.

Avant Water Plant Improvements - Provided construction administration and resident project representation on new filters, clearwell, flow splitter, lagoon, piping, and pumps. Construction cost of \$450,000.



Project Experience

Water Resources



City of Edmond – Campbell South Water Line – Replacement of over 14,000 linear feet of 8 and 12-inch PVC water line. Project included survey, construction drawings and specifications for water line replacement including directional drilling, trenching and appurtenances.

Applewood Subdivision – Water Well #2 – Planning and design for new public water supply well (pitless well construction) in Garber-Wellington Aquifer with well house and storage modifications.

City of Elmore City – New Water Well – Planning and construction drawings for new water well, well house, chlorination facilities and water transmission line.

City of Durant – Water Treatment Plant Evaluation - Evaluation of existing water treatment plant with respect to Cryptosporidium removal and inactivation. Project included coordination with ODEQ on new Monthly Operation Reporting Forms and compliance assessment.

Garvin County Rural Water District No. 2 – New Water Well – Design of new water well, well house, chlorination facilities and water transmission line including plans, specifications, ODEQ permitting and OWRB Water Rights permitting.



The Ridge Subdivision (Oklahoma County) – New Water Well – Planning and design for new public water supply well in Garber-Wellington Aquifer to serve subdivision swimming pool and pool house.

City of Pawnee – New Water Well – Planning and engineering report for new water well including site selection and recommendations for test wells.



City of Stigler – New Water Treatment Plant – Prepared Engineering Report for new Superpulsator Clarifier Water Treatment Plant including new clarifiers, filters, clearwell storage, backwash ponds and all related appurtenances.



Project Experience

Transportation

The **CGE Team** has extensive transportation experience, and below are a few recent project descriptions of related experience, and can share more upon request:

Oklahoma Turnpike Authority – Indian Nation Turnpike – IN-MC-54:

Scope of the project includes the preliminary engineering report for four (4) design alternates for the Eufaula Toll Plaza at SH 9. Project includes interchange planning, bridge, roadway, drainage, tolling, civil/site, utility relocation and coordination, land survey and project management. Contact: Mr. David Murdock, PE



City of Broken Arrow- Dallas Street - Survey and design of 1600 linear feet of urban street from S. Elm Place to Ash Ave. Scope includes drainage area calculations, typical sections, ROW research, utility coordination, Railroad coordination with permits, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Tom Hendrix, PE

City of Broken Arrow- Iola and Cedar Street - Survey and design of 1600 linear feet of urban street from S. Elm Place to Ash Ave. Scope includes drainage area calculations, typical sections, ROW research, utility coordination, Railroad coordination with permits, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Tom Hendrix, PE

City of Ada – Arlington Street - Survey and design of 1300 linear feet of urban street from BNSF Railroad to SH 99. Scope includes drainage area calculations, typical sections, utility coordination, Railroad coordination with permits, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Gary Kinder, PE

City of Ada – 18th Street - Design of 2800 linear feet of urban street from Cradduck to Stadium Road. Scope includes drainage area calculations, typical sections, utility coordination, retaining wall design, plan production for plan and profile sheets, summary sheets, erosion control, and contract documents. Contact: Mr. Gary Kinder, PE



Project Experience

Transportation

Citizen Potawatomi Nation – Heritage and Woodman Road - New alignment for open 40-foot wide typical section for over 3000 linear feet located on the northwest corner of Hardesty and S. Gordon Cooper. Scope of the project included overall drainage plan for over 80 acres of raw land, prepare typical sections, plan and profile sheets, sign and striping, summary sheets, erosion control plan, and specifications and pay items according to ODOT latest specifications. Contact: Mr. David Wyatt, PE



City of Tuttle – Cimarron Road - Phase 2 project was a grading, surfacing, and erosion control project from Main Street (SH 37) south one-half (1/2) mile to Southpointe Drive. The project was a part of an ACOG project where the City of Tuttle partnered with ODOT to assist with construction costs. The S Cimarron Road scope of work included providing ODOT with a NEPA report, utility and right-of-way coordination, and design plans. The roadway

design is replacing the existing asphalt roadway with a two (2) lane, curb and gutter roadway section with an enclosed storm water system. Contact: Mr. Tim Young

Oklahoma Department of Transportation- US 64 - Design coordination of US 64 bridge replacement over Cow Creek in the City of Perry, Oklahoma. Project entails preparation of final construction plans and special provisions for bridge design, roadway rehabilitation, drainage structures, grading, channel improvements, and traffic improvements (previous firm). Contact: Mr. Casey Shell, PE

Oklahoma Department of Transportation – SH 51 - Design coordination of SH 51 Bridge and roadway over Harrington Creek near the City of Stillwater, OK. Project entailed preparation of final construction plans for the bridge replacement, and RCB bridge extension and special provisions for roadway rehabilitation, shoo-fly alignment, drainage structures, grading, channel improvements, and traffic improvements (previous firm). Contact: Mr. Casey Shell, PE

Project Experience

Transportation

Oklahoma Department of Transportation – US 77 - Design coordination of US 77 bridge and roadway over Black Bear Creek near Perry, OK. Project entailed preparation of final construction plans and special provisions for roadway rehabilitation, new alignment, new bridge, drainage structures, grading, channel improvements, and traffic improvements (previous firm). Contact: Mr. Casey Shell, PE



City of Broken Arrow under the direction of Mr. Kenneth D. Schwab:

Arterial Street Upgrade Projects

- | | |
|--|---|
| ✓ New Orleans from Elm Place to 9th Street | ✓ Vander Acres West |
| ✓ New Orleans from 9th Street to County Line | ✓ Broken Arrow Heights Addition |
| ✓ Washington from Elm Place to 1st Place | ✓ Country Aire Estates Street Rehabilitation |
| ✓ Washington from 1st Place to Arrowhead Park | ✓ Oak Creek South Estates Street Rehabilitation |
| ✓ 9th Street from Albany to Omaha | |
| ✓ Aspen from New Orleans to Florence | |
| ✓ Omaha Street from Elm Street to 6th Street | |
| ✓ Elm Place from Kenosha to Houston | |
| ✓ 9th Street Improvements from Kenosha to Elgin | |
| ✓ 9th Street Improvements from BA Exp. to Albany | |
| ✓ Oneta Road Improvements | |

Arterial Street Rehabilitation Projects

- ✓ Main Street from Kenosha to El Paso
- ✓ Kenosha St. Rehab. from Creek Turnpike to 93rd St.
- ✓ Florence from Aspen to Olive
- ✓ Elm Place from New Orleans to Florence

Non-Arterial Street Upgrade Projects

- ✓ Hillside Drive Improvements
- ✓ Neinhuis Park Interior Roadway Network
- ✓ Norfolk Drive Improvements
- ✓ Gordon Street Improvements

Non-Arterial Street Rehabilitation Projects

- ✓ Carriage Crossing I
- ✓ Silvertree
- ✓ Stacey Lynn V
- ✓ Copper Creek

Miscellaneous Transportation Facilities

- ✓ Olive Sidewalk Improvements
- ✓ 9th Street Sidewalk Improvements
- ✓ Nienhuis Trails Improvements
- ✓ Central Park Bridge and Roadway
- ✓ Farmer's Market Overflow Parking
- ✓ Central on Main Parking
- ✓ Sieling Park Ped. Bridge & Drainage Improvements
- ✓ Public Safety Training Paving



Project Experience

Stormwater

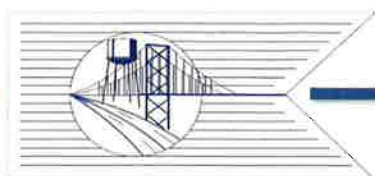
City of Broken Arrow - Upper Middle Branch Haikey Creek -

Stormwater Infrastructure Improvements – Over 3,500 linear feet of large diameter storm sewer conveyance system; 66" diameter highway bore; two on-site detention facilities; and one regional detention facility.



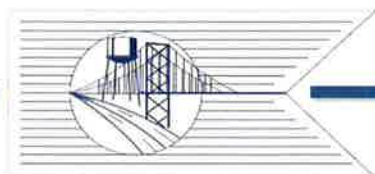
The project includes the combination of several stormwater conveyance and storage techniques in order to address a substantial amount of increased stormwater runoff while maximizing the developable land located within a highly attractive and desirable commercially zoned district.

The proposed infrastructure improvements included the design and construction of approximately 3,500 linear feet of large diameter storm sewer ranging in size from 36-inch diameter to 54-inch diameter; a new open channel to bypass peak runoff discharges into a pond feature; two on-site detention facility to reduce peak flows; a 66-inch diameter highway bore to pass more stormwater runoff underneath State Highway 51; a regional detention facility to reduce peak discharges and a dam embankment design in accordance with state guidelines. Project also included obtaining a federal clean water act and section 404 permit.



Water Experience

Cities, Towns & Rural Water Districts (>5,000 population)	• City of Anadarko • Comanche Co. RWD #4 • Jefferson Co. Cons. RW & SD #1 • Logan Co. RWS & SWMD #1 • City of Okmulgee • City of Poteau • Poteau Valley Improvement Authority • Stephens Co. RWD #5 • City of Tecumseh • City of Tuttle	Water Treatment Projects	• City of Anadarko • Town of Beggs • Town of Cheyenne • Citizen Pottawatomie Nation Casino • Delaware Co. RWD #3 • Town of Disney • Mayes Co. RWD #6 • Poteau Valley Improvement Auth. • Pottawatomie Co. RWD #3 • City of Stroud • City of Tecumseh • Town of Temple • City of Waurika • Waurika Master Conservancy District
Source Water Planning	<u>Groundwater Development</u> • Town of Apache • Archdiocese of Oklahoma • Bowlegs-Lima Water Corporation • Comanche Co. RWD No. 4 • Town of Dustin • Jefferson Co. Cons. RW & SD #1 • Joe D. Hall Ranch • City of Moore • City of Prague • Town of Rush Springs • Stephens Co. RWD #3 • Stephens Co. RWD #5 • Town of Temple • City of Tuttle • Winter Creek Golf Club & Development (Blanchard, OK) • Wolf Living Center <u>Surface Water Development</u> • Poteau Valley Improvement Authority • Pottawatomie Co. RWD No. 3 <u>Combined Source Development</u> • Town of Cheyenne • Citizen Pottawatomie Nation • Logan Co. RWS & SWMD #1 • City of Tecumseh	Groundwater Well Projects	• Town of Apache • Archdiocese of Oklahoma • Bowlegs-Lima Water Corporation • Town of Cheyenne • Citizen Pottawatomie Nation • Comanche Co. RWD #4 • Town of Dustin • City of Edmond • Jefferson Co. Cons. RW & SD #1 • Joe D. Hall Ranch • Logan Co. RW & SD #1 • City of Moore • Oklahoma Tourism Board • Pottawatomie Co. RWD #3 • City of Prague • Town of Rush Springs • Stephens Co. RWD #3 • Stephens Co. RWD #5 • Sugar Creek Casino (Hinton, OK) – Wichita and Affiliated Tribes • Town of Temple • City of Tuttle • Winter Creek Golf Course & Development (Blanchard, OK) • Wolf Living Center



Wastewater Experience

Cities, Towns & Rural Water/Sewer Districts (>5,000 population)

- City of Anadarko
- Comanche Co. RWD #4
- Jefferson Co. Cons. RW & SD #1
- Logan Co. RWS & SWMD #1
- City of Okmulgee
- City of Poteau
- Poteau Valley Improvement Authority
- Stephens Co. RWD #5
- City of Tecumseh
- City of Tuttle

Collection System Projects

- City of Anadarko
- Town of Beggs
- Town of Bowlegs
- Town of Cache
- Citizen Pottawatomie Nation
- Town of Cromwell
- Logan Co. RW & SD #1
- Town of McCurtain
- City of Midwest City
- Town of Minco
- City of Oklahoma City
- Town of Panama
- Pottawatomie Co. RWD #3
- Town of Prague
- City of Stroud
- City of Tecumseh
- City of Union City

Lift Stations & Force Mains

- Town of Cache
- Citizen Pottawatomie Nation
- Logan Co. RW & SD #1
- City of Midwest City
- City of Poteau
- Private Industrial Applications
- Sac & Fox Nation
- Town of Sayre
- City of Tuttle

Wastewater Treatment Plants & Lagoons

- City of Anadarko
(*Sequential Batch Reactor Repairs*)
- Town of Boley
(*Discharging Lagoons, Chlorination/De-Chlorination*)
- Town of Bowlegs
- Bridge Creek Public Schools
(*Extended Aeration Plant*)
- Citizen Pottawatomie Nation
(*New SBR Plant – 2013*)
(*New Extended Air Plant – 2013*)
- Town of Cromwell
(*Extended Aeration Plant*)
- Jim Hamilton (Hodgen) Prison
(*New Aerated Lagoon with Chlorination/De-Chlorination*)
- Town of Lexington
(*New SBR Plant – In Design Phase*)
- Lexington Prison
- Logan Co. RW & SD #1
(*Total Retention Lagoons*)
- Mack Alford Correctional Center
(*Aerated Lagoons*)
- Town of Panama
- City of Poteau
(*Extended Aeration Plant*)
- Town of Prague
(*New outlet structure & flow control*)
- Sac & Fox Nation
(*Total Retention Lagoons thru COE*)
- City of Stroud
(*Design & Rehab on 2 WWTP*)
- City of Tecumseh
(*Sequential Batch Reactor*)
- Town of Temple

REFERENCES

**Mr. Stephen Lawrence, PE**

Public Works Engineer

City of Edmond

10 S. Littler

Edmond, OK 73034

405-359-4798

stephen.lawrence@edmondok.com

Mr. Tim Young

City Manager

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221 W. Main Street

Tuttle, OK 73089

405-381-2335 x105

tyoung@cityoftuttle.com

Mr. Thomas Hendrix, PE

Engineering Division Manager

City of Broken Arrow

485 N. Poplar Avenue

Broken Arrow, OK 74012

918-259-2400

thendrix@brokenarrowok.gov

**Mr. Jack Stewart, PE**

County Commissioner

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201 N. Choctaw

El Reno, OK 73036

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Mr. Cody Holcomb, PE

City Manager

City of Ada

231 S. Townsend

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cody.holcomb@adaok.com

WDB Engineering

Mr. Don Goforth

District Manger

Poteau Valley Improvement Authority

25768 US Hwy 270

Wister, OK 74966

918.655.7500

pvia12@windstream.net

Mr. Jimmy Stokes

City Manager

City of Tecumseh

114 Broadway

Tecumseh, OK 74873

405.598.2188

Mr. Tim Schook

City Manager

City of Stroud

P.O. Box 500

Stroud, OK 74079

918.987.0224

tschook@cityofstroud.com

Services Provided by CGE:

- ♦ Civil Engineering
- ♦ Land Surveying
- ♦ Water Resources
- ♦ Traffic Planning
- ♦ Transportation
- ♦ Bridge Design
- ♦ Land Planning & Design
- ♦ Site Evaluation Studies
- ♦ City Engineering
- ♦ Grant and Loan Application
- ♦ Program Management
- ♦ Design Development
- ♦ Bidding & Negotiation
- ♦ Graphic Renderings
- ♦ ADA Sidewalks
- ♦ Streetscape
- ♦ Structural and Building

437 W. Wilshire, Suite A
Oklahoma City, OK 73116
405.463.3369 o
405.463.3381 f

5416 S. Yale, Suite 210
Tulsa, OK 74135
918.949.6171 o
918.949.6174 f





To: HONORABLE MAYOR AND CITY COUNCIL
From: Lynn Burrow, Community Development Director
Date: February 17, 2015
Subject: Lease Agreement for the Leasing of the Black Gold Park Concession Stand

Background:

The Landing Church leased and operated the Black Gold Park Concession Stand during the summers of 2011 and 2012. Although the Church provided a valuable service to the public by making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park, the Church and the City have mutually concluded that the Church does not have the resources needed to provide a more consistent presence or to safeguard the facilities and provide the services necessary for the users of the park. Mr. William Nozak professionally operates a variety of concession and outlets in the metro area and has indicated an interest in Black Gold Park. He has agreed to undertake those added responsibilities.

Staff Recommendation:

I recommend that the Council approve and authorize the City to execute the attached Agreement.

Attachments:

- Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut to lease Black Gold Park Concession Stand under the terms and conditions of the Agreement.

PROJECT NAME: CITY OF GLENPOOL/BLACK GOLD PARK CONCESSION FACILITY

LEASE AGREEMENT

This Agreement ("Agreement") is made and entered into, and shall be deemed effective, as of the date it is executed by all undersigned parties, Lessor being the City of Glenpool, a municipal corporation, ("Lessor") and Lessee being William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut ("Lessee").

A. Lessor is the owner of certain real property commonly described as Black Gold Park, located in the City of Glenpool, County of Tulsa, State of Oklahoma and more particularly the concession stand located on Black Gold Park at 305 W. 144th Street, Glenpool, OK 74033 (the "Demised Premises").

B. Lessee desires to lease the Demised Premises, subject to terms and conditions set forth below, for the primary purpose of making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park.

For valuable consideration recited in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

Section 1. **Basic Information.** In addition to any terms that may be defined elsewhere in this Agreement, the following terms have the following meaning:

- a) Demised Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) Lessor: City of Glenpool
- c) Lessor's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
- d) Lessee: William Joseph Nozak
- e) Lessee's Address for Notices Purposes: 1021 W. Reno Street, Broken Arrow, OK 74012
Telephone: (918) 671-6352
Email: Harpers.hut@gmail.com
- f) Effective Date: the date this Agreement is approved and executed by both Lessor and Lessee
- g) Commencement Date of Lease: March 15, 2015
- h) Expiration Date: October 31, 2015, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of this Agreement.
- k) Renewal Terms: this Agreement may be renewed for one or more consecutive annual periods following the Expiration Date subject to negotiations of the parties with no obligation created by this Agreement.

Section 2. **Right of Entry; Purpose.** Lessee shall have the right to enter the Demised Premises during the Term of the Lease for the purposes of: (a) offering for sale shaved ice products, chips, sodas and sundry small packaged food items; (b) producing and offering for sale the products of a hot

dog machine, nacho maker, popcorn popper, ice machine and soft drink dispenser; (c) utilizing the functions of an on-site refrigerator, sink and such other equipment, machinery or fixtures commonly and reasonably understood to be consistent with the operation of a concession stand and with offering for sale to the public snack food items and soft drinks; (d) maintaining the cleanliness and ensuring the operating order of all fixtures in the adjacent restrooms, provided that Lessor shall be responsible for all capital repairs; and (e) upkeep of adjacent grounds, to include the removal of all litter generated by operation of the Demised Premises in the parking lot and grassy areas, provided that the Lessor shall be responsible for maintaining the surface and striping of the parking lot. Items (a) through (e) shall be referred to collectively as "Operations."

Section 3. Rent. Lessor shall waive the payment of monetary rental payments, in exchange for the following in-kind services: (a) the offering for sale to the public of snack food items and soft drinks during the following operating hours: Monday – Thursday, 2 p.m. – 9 p.m.; Friday, 2 p.m. – 10:30 p.m.; Saturday, 12:30 p.m. – 10:30 p.m.; Sunday, 2 p.m. – 9 p.m.; (b) maintaining the general cleanliness and ensuring the operating order of all personal property and fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that Lessor shall be responsible for all capital repairs; (c) Lessee shall be responsible to provide all standard restroom supplies, such as paper products and soap, and the City shall perform any required capital maintenance, perform all mowing operations and install any fixtures.

Section 4. Other Obligations of Lessee. It shall be the duty of the Lessee to:

- a) Maintain the concession stand within the standards of all applicable health and safety codes, whether county, state or federal.
- b) Obtain and maintain in good standing all applicable business licenses, food handler permits, sales tax registration and any other lawfully required conditions of operation, whether city, county or state.
- c) Maintain the operating hours set forth in section 3 of this Agreement, provided that Lessee may upon notice to the Lessor amend such operating hours in ways that are consistent with the season, academic year and other conditions affecting volume of sales, provided that such hours shall be no earlier than 8:00 a.m. and no later than 11:00 p.m., unless Lessee requests and Lessor grants special exception for designated events.
- d) Conform all signage to the City of Glenpool Zoning Code, Sign Ordinance, provided that no signage shall be installed in a way that would cause damage to any surface if removed.
- e) Hold Lessor harmless for any claims, liabilities or damages attributable directly to Operations of the Lessee, as described in section 2 above.

Section 5. Obligations of Lessor. It shall be the duty of the Lessor to:

- a) Perform all mowing, snow removal and other similar grounds maintenance of the Demised Premises.
- b) Provide all capital repairs and upgrades, and install any permanent fixtures.
- c) Provide water and electric utilities without cost to the Lessee.
- d) Provide police protection of the Demised Premises and surrounding areas, to include in particular the skateboard arena.
- e) Hold Lessee harmless for any claims, liabilities or damages attributable directly to negligent or intentional actions of the Lessor or of park patrons to the extent that Lessee is without fault.

Section 6. Insurance; Indemnification; and Release of claims

- a) User shall obtain insurance in no less than or in terms more restrictive than the following:

- General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;
 - Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and
- b) City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies.
- c) User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person to commence work or engage in any activities under this Agreement.
- d) Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- e) User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its employees, guests, invitees, representatives, officers, agents, or contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- f) Events within the scope of this provision include without limitation:
- Failure by User to perform any of the terms or conditions of this Agreement;
 - Any injury or damage happening on or about the Premises;
 - Failure to comply with any law of any governmental authority; or
 - Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- g) During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- h) User acknowledges and agrees that it shall be responsible for any damages occurring to the demised Premises that are directly attributable to deliberate or negligent acts of User or any of its employees, or by the general public during User's hours or operation. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

Section 7. Option to Renew. Lessor and Lessee shall have the option, but not the obligation to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 8. Lessor's Right of Access. Lessor shall have an unlimited right to enter the Demised Premises at its sole discretion, provided that Lessor shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of Lessee's Operations.

Section 9. Termination. This Agreement may be terminated without any penalty or further liability in the following ways: (a) on thirty days written notice by either party; (b) on default of any covenant or term hereof by either party; (c) immediately upon notice by Lessor if Lessee does not obtain or maintain any license, permit or other governmental approval necessary to its Operations; (d) if the Demised Premises are or become unusable for the intended purpose of operating Lessee's business, without fault of either party; (e) expiration of the current term. No later than thirty days after the termination of this Agreement, Lessee will remove its personal property and fixtures and restore the Demised Premises to their condition as of the Effective Date, reasonable wear and tear excepted.

Section 10. Damage. If any portion of the Demised Premises necessary for Lessee's Operations is damaged during the Term of this Lease, other than by causes attributable to Lessee, Lessor will repair or rebuild such portion of the Demised Premises to substantially the condition in which such portion was immediately prior to such damage. If the Demised Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than thirty days to repair, then Lessee may opt to terminate this Agreement without liability.

Section 11. Exclusivity.

- (a) **Of Lease.** Lessor shall not lease, license or otherwise enter into any agreement with any party other than Lessee for the use or occupancy of the Demised Premises during the Term of this Agreement.
- (b) **Of Shaved Ice Sales.** Lessor hereby grants an exclusive license to sell shaved ice snow cones in Black Gold Park during the Term of this Agreement; provided that, such exclusivity shall not limit the right of other vendors to sell shaved ice snow cones during events directly sponsored by either of the City of Glenpool or the Glenpool Chamber of Commerce.

Section 12. Utilities. Lessor will provide, at no cost to Lessee, all utilities required by Lessee's Operations so long as such use is within the scope of this Agreement.

Section 13. Successors and Assigns. Lessee shall not enter into any assignment, transfer or sublease of the Demised Premises or of any interest in its Operations without the written consent of the Lessor.

Section 14. Complete Agreement. This Agreement contains all agreements, promises, and understandings between Lessor and Lessee and no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 15. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 16. Recording Not Required. Lessor and Lessee agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year below written.

LESSOR: City of Glenpool

By: _____
Momodou Ceesay, Mayor Date _____

ATTEST:

By: _____ [SEAL]
Susan White, City Clerk

APPROVED AS TO FORM:

By: _____
Lowell Peterson, City Attorney

LESSEE: William Joseph Nozak

Signed: _____

Date: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this day personally appeared before me William Joseph Nozak to me known to be the Lessee described in, and who executed, the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes stated therein.

GIVEN under my hand and official seal this _____ day of _____, 2015.

Notary Public in and for the State of Oklahoma

My appointment expires: _____

William Joseph Nozak
Nozak-Nix Shaved Ice & Java DBA Harper's Hut
1021 W. Reno St.
Broken Arrow, Ok 74012

November 4, 2014

Jeff Wallen
City Of Glenpool
12205 South Yukon Ave
P.O. Box 70, Glenpool, Ok 74033

Jeff Wallen (City Of Glenpool):

I am submitting the proposal for the continued use and first rights of refusal on the Pavilion at Black Gold Park.

Let me explain who we are. Harper's Hut Shaved Ice is a Tulsa based company that consists of several snow cone shacks. Harper's Hut won Best Of The Best (Tulsa World) in 2014.

Our location in Sand Springs is very similar to the location at Black Gold Park in several respects. One, it is on grass that often must be cleaned of litter. We understand we would assist in maintaining the property around our establishment and the public restrooms (during the season). We are also aware of the vandalism and mischievous activity in and around the pavilion. It is our goal to bring a shaved ice company that can occupy this establishment from as early as the last week in March to as late as October.

Our employees have their food handler's permits and are adequately trained on equipment. Employees will be representing the Harper's Hut family-first image. Our hours will include Monday – Thursday 2-9pm, Friday 2-10:30, Saturday 12:30-10:30, and Sunday 2-9pm. Lastly, we will carry other food items at this location such as chips, sodas, and other food items specific to a park setting.

We also would like exclusive rights to the park to sell shaved ice snow cones during the year and at any park events (through our mobile) as our main business is shaved ice.

Harper's Hut will create kid, youth, and family oriented events at the park in order to increase community involvement, comradery, and of course, patronship to Harper's Hut that will last year's such as movie nights, game nights, and bring your dog nights.

If we have left our any needs that must be fulfilled on your end, please call me.

William Nozak
CEO – Harper's Hut
918.671.6352
Harpers.hut@gmail.com

CITY OF GLENPOOL SOCIAL MEDIA POLICY

PURPOSE

The increasing use of social media provides the City and its residents with a variety of channels to communicate information about public events, ordinances, proclamations, utilities, public safety and open meetings, among other subjects.

However, if used incorrectly, the use of social media may result in the dissemination of false or misleading information and may create liability for the City and/or its agents, officers and employees.

These concerns have led to the establishment of the City of Glenpool Social Media Policy. This Policy creates a variety of guidelines regarding what an employee may or may not print or say while using social media site technology whether belonging to the City or otherwise.

DEFINITIONS

“Social Media” includes all means of communicating or posting information of any kind on the Internet or any other form of, or Device for, electronic communication, including City and Personal Social Media Sites. For purposes of this Policy “Social Media” likewise refers to telephone lines, cell phone accounts, emails and/or text messaging.

“Social Media Site” includes all technological applications by which Social Media is created and transmitted by City employees or private persons through and on the Internet or other electronic means. Examples of Social Media Sites include: Facebook, Twitter, YouTube, MySpace, RSS, Second Life, LinkedIn, Instagram, Reddit or Flickr.

“City Social Media Site” means any Social Media Site that is directly created, sponsored or hosted on the Internet or other electronic media by duly authorized City personnel.

“Personal Social Media Site” means any Social Media Site that is created, sponsored or hosted by a commercial or other non-City entity and participated in by a “user” who may be a City employee acting in his/her private capacity or a private person unrelated to the City.

“Device” means any desktop or laptop computer, tablet, i-Pad, cell phone, land line telephone, or other electronic mechanism or equipment that is capable of accessing and transmitting Social Media through either a City or Personal Social Media Site.

“Device Neutrality” means that the following guidelines and policy statements apply to Social Media content regardless of the type or ownership of the Device used. The only exception to Device Neutrality is that the City reserves the right to regulate or prohibit accessing Personal Social Media Sites on City-owned Devices.

I. Guidelines for Use of City Social Media Sites

All City Social Media Sites must be approved by the City Manager and shall be administered by the Director of Community Relations. Compliance with this Policy may be monitored by any department head. Violations may result in disciplinary action, up to and including termination.

These guidelines apply to City Social Media Sites regardless of whether they are accessed on a City-owned **or** privately owned Device (that is, Device Neutrality applies).

Professionalism – The City expects all communications on City Social Media Sites to be courteous and respectful in tone, regardless of the subject matter. All City employees have a responsibility to communicate accurate and timely information to the public in a professional manner.

Personal Use – City Social Media Sites must never be used for personal profit or business interests or to disseminate information of a personal or confidential nature. City employees may occasionally use a

City-owned Device for personal reasons if approved by their supervisor, provided that such personal use doesn't interfere with normal work performance of themselves or other employees. *The City reserves the right to inspect any information or communication created by or stored on any City-owned computer or other electronic Device, including Personal Social Media Sites.*

Public Comments – Any comment posted by a member of the public on any City Social Media Site is the opinion of the commentator only. Publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City of Glenpool, or any of its officers, agents or employees.

Political Activity Policy – Employees are prohibited from using City Social Media Sites and/or Devices (or Personal Social Media Sites and Devices while on City time or while discharging City responsibilities) to participate in any form of electoral or other political activity. With respect to Personal Social Media Sites, on non-City time or Devices, employees are expected to distinguish that their personal opinions about candidates or political issues are not those of the City.

Solicitation – Solicitation of commercial, personal, religious or charitable contributions, including but not limited to advertising of any business or product for sale, without the permission of the employee's department head or the City Manager is prohibited.

Malware – Intentional dissemination of any content or material that contains software viruses, worms or any other computer code, files or programs designed to interfere with, disrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, servers or networks, or to cause a security breach of such software, hardware or telecommunications or other equipment will result in disciplinary action up to and including termination.

Media Requests – With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from any form of news media must be directed to the City Manager or such public relations spokesperson as designated by the City Manager.

Profanity or Obscenity – Including the use of swear words, sexually explicit or pornographic content (including Internet or other links to such content) is strictly prohibited.

Retaliation Prohibited – Any employee of the City, whether a manager, supervisor co-worker who takes negative (retaliatory) action against any employee for reporting a violation of this Policy or for cooperating in any investigation of such a possible violation will be subject to disciplinary action, up to and including termination.

II. Guidelines for Use of Personal Social Media Sites

Every employee has a statutory and constitutional right to speak out when using Personal Social Media Sites (and to a lesser degree, City Social Media Sites) on issues facing the community, state and nation, including facts and personal opinions regarding City matters and working conditions. For this reason, Personal Social Media Sites are generally not regulated or controlled by the City. However, under the following circumstances, use of a Personal Social Media Site may violate this Policy in such a way as to create liability for the City and/or the affected employee.

Use of Personal Social Media Sites During Work Hours or on Device(s) Owned or Licensed by the City – All use of Personal Social Media Sites accessed on any City-owned Device, must be approved by a department head.

Breach of Privacy – The City prohibits any breach of another employee's expectation of privacy and confidentiality or that of a member of the public or vendors doing business with the City. Disclosure of such personal identifying information as address, phone number, SSAN, driver license number of *any person whether or not an employee*; infringement of proprietary rights; or disclosure of legally privileged information is prohibited.

Linkage to City Social Media Sites – Employees may not create a link from any Personal Social Media Site to a City Social Media Site without express written permission of the City Manager or department head.

City Identifiers – When employees create or use Personal Social Media Site accounts or e-mail names, they shall avoid selecting any name that could be confused with or mistaken for the City domain name (cityofglenpool.com) or copies or forges any City logo or other distinct identification mark.

Differentiation of Personal from City Opinion – Employees must take care to make it clear that personal opinions are their own and do not represent the official policy or position of the City. Employees should not post any comment on Social Media related to City business without identifying themselves and using a disclaimer such as, “I am an employee of the City of Glenpool. However, these are my own opinions and do not represent the opinions or policies of the City of Glenpool.”

Discretion – Any comment or other communication that any employee writes or posts is public and may remain public indefinitely. It may be spread to larger audiences without the employee’s knowledge or permission. Employees are encouraged to use common sense when using e-mail or Personal Social Media Sites. Although not legally prohibited in all cases, it is recommended that employees refrain from sending or posting information that would embarrass or damage the reputation of a co-worker or person doing business with the City.

III. Other Legal Considerations

In addition to any action that may be prohibited or otherwise governed by the City, users of Social Media need to be aware of at least the following considerations:

Open Meeting Act – Members of the City Glenpool City Council, Glenpool Utility Services Authority, Glenpool Industrial Authority, Glenpool Cemetery Trust Authority, Glenpool Area Emergency Medical Services District Board, Planning Commission and Board of Adjustment must refrain in all communications, whether in person, by social media or otherwise, from any discussion of City business that includes a quorum of members. Members must avoid any discussion among themselves of matters of public business in any setting or by any means other than a duly noticed public meeting. Although it is permissible for a member of any of the foregoing agencies to respond to an inquiry from a citizen directed to such member, members should otherwise refrain from responding to inquiries not directly addressed to them.

Open Records Act – City Social Media Sites are subject to the Oklahoma Open Records Act. Any content maintained in a City or Personal Social Media format that is related to City business, should be considered and treated as a public record subject to disclosure to the public as a whole, to the press and to parties with interests adverse to the City, in litigation or otherwise. *City business records stored on a Personal Device may nevertheless be subject to legal process and mandatory disclosure.*

Discrimination or Hostile Working Environment – Employees may not, whether on a City-owned or personal Device make comments on a City or Personal Social Media Site regarding or toward other employees that promote, foster or perpetuate discrimination against any employee, officer or agent of the City on the basis of race, creed, color, national origin, age, religion, gender, marital status, status with regard to public assistance, perceived or actual physical or mental disability, or sexual orientation. Sexual or other kinds of harassment conducive to creation of a hostile working environment are prohibited.

Private or Confidential Information – Employees are prohibited, by any means, from disclosing information classified as private or confidential to anyone other than other City employees whose job duties require access to the information. Examples of Confidential Information include, without limitation:

- Social Security Account Numbers, driver license numbers, home address and telephone information of employees or persons doing business with the City.
- Identification of a resident complaining about another citizen’s conduct or a City policy.
- Identification of a minor perpetrator of, victim of, or witness to a crime.

- Legally protected, proprietary or fiduciary information (such as, trade secrets, patented/copyrighted information, attorney-client privilege, private personnel matters, HIPAA-protected medical information, personal financial data or information, religious or political matters, or matters discussed in executive session).

Monitoring – Employees are further advised that the City reserves the right to access and monitor all communications that originate or are received on any City-owned Device and on any City Social Media Site *regardless of the ownership or control of the Device used*. Violations of this Social Media Policy may result in disciplinary action up to and including termination.

Right to Remove – Without limiting the right of the City to monitor communications and to take appropriate actions based on its findings, the City also reserves the right to restrict or remove any prohibited content placed on any City Social Media Site by any person, at any time and for any reason, without notice. The City further reserves the right to deny access to any or all City Social Media Sites for use by any employee who violates this Policy. Such may be subject to additional disciplinary action, up to and including termination of employment, as the City deems necessary and appropriate.

Defamation – Employees are advised that the laws of libel and slander may apply to the false and/or malicious unprivileged “publication” of information or comments by writing, printing, picture, or other representation that: exposes a person to public hatred, contempt or ridicule; tends to deprive them of public confidence; injures them in their occupation, office, profession, trade, or business; vilifies the memory of one who is dead or tends to scandalize their surviving relatives or friends; charges any person with a crime, or with having been indicted, convicted or punished for a crime; imputes the present existence of an infectious, contagious or loathsome disease; or otherwise causes actual damage. The City takes the position that the “publication” of defamatory information, comments or statements includes dissemination of any kind on City Social Media Sites to include: All communications on Devices belonging to the City; City telephone lines (regardless of the origin of the call); City email accounts; City access to the Internet, including Personal Social Media Sites if accessed on a City-owned Device; and City Social Media Sites regardless of how accessed. The City will take seriously and thoroughly investigate any complaint of defamation of an employee by other employee(s). If the complaint is verified, the City will impose appropriate disciplinary action up to and including termination.

ACKNOWLEDGED AS RECEIVED AND AGREED:

Printed Name:

Date

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell L. Peterson, City Attorney
Date: February 17, 2015
Subject: Workshop on Parks and Recreation Department/Advisory Board

Background:

Due in part to previously neglected conditions at Morris Park and, more importantly, to meet the needs of a growing community of young families, the Council has requested the adoption of an ordinance to create a parks and recreation department along with an advisory board, consisting of volunteer community members.

The statutes at 11 O.S. §§ 33-101 through 33-115 provide extensively for the authority to establish such a department of local government and set out detailed requirements for the structure, powers and duties of the advisory board. The proposed Glenpool Ordinance is an adaptation of the statutory model, providing for:

- The powers of the Council to fund and develop a parks and recreation program.
- Establishment of the Parks and Recreation Department under the leadership of a Superintendent of Parks and Recreation as its department head.
- Powers and duties of the Department and the Superintendent.
- Creation and functions of the Advisory Board.
- Rules and regulations for park operations.

The statutory provisions are designed for a much larger scale park and recreation operation, intended for a larger population, than Glenpool presently needs. However, the statutory provisions require us to consider at least the following questions:

- The statute requires that the Board (a citizen-only, all-volunteer group) function as an advisory board to a Public Recreation Department (City agency), with a paid Superintendent and staff. For our purposes, the Community Development Department would function as the Public Recreation Department and the Superintendent would be the Director of Community Development or an appropriate designee.
- The Parks and Recreation Advisory Board functions somewhat like the Planning Commission or Board of Adjustment to the extent either of those agencies advises and directs the City Planner, an employee of the Community Development Department. In the same way, the Parks and Recreation Advisory Board would evaluate proposals and make recommendations to the Superintendent/Department, but would have no legislative powers.

- The scope of powers that the Council may choose to exercise pursuant to the statute, with respect to parks and recreation facilities, includes:
 - o Levying taxes for public parks
 - o Issuing bonds for public parks
 - o Purchasing private property
 - o Building facilities on City-owned property and, as an option, the statute contemplates building facilities on private property (such as within a subdivision)
- Budgetary considerations.

Staff Recommendation:

Upon discussion of the proposed ordinance and regulations in the workshop format, the City Attorney will include Council recommendations into a final draft for further consideration and possible adoption.

The Advisory Board will then have the opportunity to draft rules and regulations for the usage of parks and recreation facilities.

Attachments:

- Draft Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENPOOL,
AMENDING CHAPTER 9, CITY DEPARTMENTS, OF TITLE 1,
ADMINISTRATION, OF THE CODE OF THE CITY OF GLENPOOL BY ADDING
ARTICLE G., "PARKS AND RECREATION DEPARTMENT;" AND REPEALING
ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith**

WHEREAS, the City Council regards the provision and maintenance of its public parks and other recreation facilities to be an essential public duty owed to the citizens of, and visitors to, the City of Glenpool; and

WHEREAS, public parks and other venues of recreation are in the public interest, boost community morale, build a more vibrant and appealing environment for growth of the City and provide a healthy and beneficial diversion for individuals, families and children; and

WHEREAS, Title 11, at §§ 33-101 through 33-115 of the Oklahoma Statutes, expressly authorizes and empowers the governing body of local government units in Oklahoma to establish, operate and support public park and recreation facilities for the welfare of the people, and to vest the power to provide, maintain and conduct such facilities in a department of the City to exercise enumerated powers as necessary and appropriate; and

WHEREAS, Title 11, at §§ 33-101 through 33-115, also authorizes and empowers the governing body to create a Parks and Recreation Board with an advisory role to provide direction and guidance to the deliberations of the Parks and Recreation Department and, as necessary or appropriate, to the City Council.

BE IT THEREFORE ORDAINED by the City Council for the City of Glenpool, Oklahoma THAT:

- § 1. Sections 1-9F-3(C), delegating the maintenance and operation of all parks, playgrounds, swimming pools and other recreation facilities and programs operated by the city to the public works department is hereby repealed.
- § 2. A new Article G., Parks and Recreation Department, shall be added to Title 1, Administration, Chapter 9, City Departments, of the Code of the City of Glenpool to read as follows:

ARTICLE G. PARKS AND RECREATION DEPARTMENT

SECTION:

- 1-9G-1: **PARKS AND RECREATION FACILITIES DEEMED A PUBLIC PURPOSE**
- 1-9G-2: **PARKS AND RECREATION DEPARTMENT ESTABLISHED; SUPERINTENDENT**
- 1-9G-3: **POWERS AND DUTIES OF DEPARTMENT**
- 1-9G-4: **POWERS AND DUTIES OF SUPERINTENDENT**
- 1-9G-5: **PARKS AND RECREATION ADVISORY BOARD ESTABLISHED**

1-9G-6: **POWERS AND DUTIES OF PARKS AND RECREATION ADVISORY BOARD**

1-9G-7: **PARK REGULATIONS**

1-9G-8: **PENALTY**

1-9G-1: **PARKS AND RECREATION FACILITIES DEEMED A PUBLIC PURPOSE:**

- A. Issuance of Bonds. The city council may issue bonds, in the manner provided by law for the issuance of bonds for other functions, for the purpose of acquiring land or buildings for playgrounds, recreation centers, swimming pools and other recreation purposes, and for the equipment thereof.
- B. Levy taxes. The city council may further provide for the erection of buildings for any recreation purpose or function by providing for a tax levy therefor under the provisions of section 10, article X of the Oklahoma constitution.
- C. Dedication of Property. The city council may dedicate and set apart for use as playgrounds, recreation centers and other recreation purposes any lands or buildings, or both, owned or leased by the city that are not dedicated or devoted to another public use.
- D. Acquisition/Lease of Property. The city council may, in such manner as may now or hereafter be authorized or provided by law for the acquisition of lands or buildings for public purposes by the city, acquire or lease lands or buildings, or both, within or beyond the corporate limits of the city for playgrounds, recreation centers and other recreation purposes.
- E. Appropriation of Funds. When the city council shall dedicate, set apart, acquire or lease buildings for such purposes, it may, by delegation to the parks and recreation department created by this article, provide for their conduct, equipment and maintenance by making an appropriation from the general revenues of the city as for other current expenses.
- F. Acceptance of Grant or Devise. The city council may accept any grant or devise of real estate, or any gift or bequest of money or other personal property or any donation on behalf of the city to be applied (either principal or income) for either temporary or permanent use for parks and recreation purposes, provided that, if the acceptance thereof for such purpose will subject the city to additional expense for improvement, maintenance or otherwise, such additional expense and the funding thereof shall be subject to approval by the City Council. Money received for such purpose, unless expressly provided otherwise by the terms of the gift or bequest, shall be deposited with the city treasurer to be a special account designated for the recreation purposes for which the gift or bequest was made and shall be considered a continuing fund to be used for such purposes and shall not be considered a part of the general funds of the city for the purpose of making appropriations or levying taxes.

1-9G-2: **PARKS AND RECREATION DEPARTMENT ESTABLISHED; SUPERINTENDENT:** There shall be a parks and recreation department, the head of which shall be the superintendent of parks and recreation facilities. The city manager or, if on staff, the director of community

development shall be designated the superintendent of parks and recreation facilities unless the city manager appoints another city employee to be superintendent. The superintendent shall be an officer of the city and shall have supervision and control of the parks and recreation department.

1-9G-3: **POWERS AND DUTIES OF DEPARTMENT:** The parks and recreation department shall have the following powers and duties:

- A. To implement and maintain a system of supervised parks and recreation facilities for the city.
- B. To provide and maintain parks, playgrounds, recreation centers, athletic fields, swimming pools, community centers and other recreation facilities and related services on the grounds of and in public schools, and on the grounds of and in buildings and facilities that the city now owns or may acquire ("parks and recreation facilities"), subject to funds being appropriated for such purposes by the city council.
- C. To perform such other functions relating to the construction, maintenance, repair, improvement and operation of the physical facilities owned or used by the city as the city manager may direct, consistent with laws, ordinances and resolutions of the city council.
- D. All expenditures of funds for the foregoing purposes shall conform in all respects to ordinances of the city with respect to spending, purchasing and competitive bidding as applicable.

1-9G-4: **POWERS AND DUTIES OF SUPERINTENDENT:** The superintendent of parks and recreation facilities shall be a person who is trained in public recreation and who is not a member of the parks and recreation advisory board or the city council. The superintendent shall have the following powers and duties:

- A. Serve as the administrative head of the parks and recreation department, and be responsible for administering the recreation program and community organization for parks and recreation facilities for the city.
- B. Suggest and participate in planning public recreation facilities and programs and in deciding upon matters of policy recommended by the parks and recreation advisory board, provided that all funding for such facilities and programs shall be approved by the city council.
- C. Recommend appointment of trained personnel within the budgetary limits of the department.
- D. Authorize all contracts and expenditures of the department, subject to the fiscal controls of the city council and the city manager and to the policies, rules and regulations of the city.
- E. Direct and be responsible for work performed by employees of the department.
- F. Make an annual report to the city council and/or the board, and such special reports as may be requested in writing by the city council or the board.

- G. Oversee park and recreation facilities' physical properties and supervise such play leaders, playground directors, recreation staff and other employees as may be deemed proper, *provided that* the authority to approve all appropriations for such purposes is and shall remain vested in the city council and all such employees shall be hired by the city manager, subject to the same policies and procedures as all other city employees.
- H. Prepare annually, by a date no later than that set by the city finance director and in cooperation with the city manager, a proposed budget for the operation of the department and related recreation programs for the succeeding fiscal year. Proposed salaries and wages of all departmental employees, including that of the superintendent, shall be included in the budget request. When a proposed recreation program budget has been approved by the city manager, it shall be submitted to the city finance director who shall present it to the city council as part of the proposed forthcoming fiscal year budget submitted to the city council for consideration and possible approval.

1-9G-5: **PARKS AND RECREATION ADVISORY BOARD ESTABLISHED:** There is hereby established a parks and recreation advisory board of the city with the powers and duties hereafter set forth.

- A. Appointment of board members. The board shall consist of five (5) persons who shall be appointed by a majority vote of the members of the city council. The at large member of the city council shall nominate one member from the city at large and each other council member shall nominate one member from his or her ward.
- B. Eligibility. Appointed members (not including the ex officio members provided by section 1-9G-5(C))shall be qualified electors of the city. All members shall serve without compensation and no member may hold or be a candidate for an elective public office.
- C. Ex Officio Members. In addition to the foregoing five board members appointed by the city council, the board may in its discretion add one or more of the following ex officio members: one member who shall be a member of and be recommended by the chamber of commerce; one member who shall be the parent of at least one child in the Glenpool public schools and be recommended by the Glenpool public school board; one member who shall be a Glenpool youth (age 13 to 18) who will serve a one-year term and may be reappointed to serve an additional one-year term; and such other ex-officio members as a majority of the council may appoint as representatives of community interest. All such ex officio members, if appointed, shall be appointed by a majority vote of those members of the board appointed by the city council.
- D. Term. The term of office of each appointed member of the board, other than the ex officio members, shall be for a term that corresponds to the term of the city council member by whom such board member was nominated. Upon expiration of the term of any city council member, that council member (if re-elected) or a successor council member shall appoint a member of the board either at large or from the council member's ward as provided by section 1-9G-5(A). All terms shall commence on July 1 of the year of appointment and expire on June 30 of the respective year of termination. The term of the youth member, if any, shall be one year, and the terms of the members

recommended by the school board and chamber of commerce shall be until replaced by the school board or chamber of commerce, as applicable.

- E. Quorum. A majority of those members of the board appointed by the council present at a meeting, not counting the ex officio members, shall constitute a quorum.
- F. Vacancies. In the event of the death, resignation, or removal from office of an appointed (non-ex officio) member of the board, the council member who made the initial nomination of the departing board member shall appoint a qualified elector of the city to fill the unexpired term of such member, subject to confirmation by a majority vote of the city council.
- G. Removal from office. Members of the Board may be removed for cause as provided in the laws of the state of Oklahoma for the removal of municipal elective officers, and/or for failure to abide by the rules adopted pursuant to section 1-9G-5(H).
- H. Governance. The board shall adopt rules for conducting its meetings and shall elect a chair and vice chair from among its members for a one-year term. The chair and vice chair may succeed themselves throughout their term of office. The superintendent or his designee shall be the secretary of the board and shall keep permanent minutes of all its meetings but shall not be a member of the board.
- I. Meetings. The board shall vote upon an annual schedule of its regular meetings. The date and time of regular meetings shall be set by resolution of the board and filed with the city clerk to be published in the same manner as meetings of the city council. One annual meeting shall serve as the organizational meeting for the election or re-election of officers. All meetings shall be duly noticed and open to the public as provided by the Oklahoma open meeting act. Emergency or special meetings may be called as provided by the open meeting act. The board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or if the member abstains, indicating such fact, which minutes shall be filed in the office of the city clerk and shall be a public record.
- J. Conflict of interest. Any parks and recreation advisory board member who shall have any financial interest, directly or indirectly, in any matter to be acted upon by the board shall make disclosure of such interest through the secretary of the board for recordation in the minutes of the meeting in which such matter shall be considered and shall recuse himself or herself therefrom and shall not participate in the discussion pertaining to such actions to be taken thereon.
- K. Annual Report. The board shall make, on or before the first city council meeting in May of each year an annual report to the city council, and such periodic special reports as may be requested by the city council, stating the conditions of the parks, , the recreation programs offered by the city and the number of participants in each, the proposed recreation programs for the next coming year, recommendations for park and recreation improvements and any other information that may be requested by the city council.

1-9G-6: **POWERS AND DUTIES OF PARKS AND RECREATION ADVISORY BOARD:** The board shall have all the powers and duties necessary to the planning and providing of a comprehensive program of public recreation; provided that, the financial and fiscal affairs of the board shall be under the supervision and control of the city council acting by and through the parks and recreation department and the superintendent, to provide, maintain and conduct all parks and recreation facilities.

- A. Advise superintendent. The board may, by the adoption of recommendations and/or proposed written policies, advise the superintendent and, as deemed necessary or appropriate, the city manager and the city council on the establishment, control, management, operation, improvement, and maintenance of the parks and recreation facilities of the city.
- B. Master Plan. Together with the superintendent coordinate the development and maintenance of a master plan of short and long range needs, including recommendations for land acquisition and capital improvements, for parks and recreation to be submitted for approval by the city council. Compilation of the parks and recreation master plan shall include the solicitation and consideration of suggestions from residents of the city and public school system.
- C. Rules and Regulations. Propose rules and regulations for the operation of parks and recreation facilities. Such rules and regulations must first be approved by the superintendent and, upon his or her approval, shall be referred to the city council for its final approval.
- D. Fees and Charges. Propose fees and charges for the use of city parks and recreation facilities. Such fees and charges must first be approved by the superintendent and, upon his or her approval, shall be referred to the city council for its approval.
- E. Budgetary Recommendations. Collaborate with the superintendent, on or before a date specified by the superintendent, to prepare a proposed parks and recreation departmental operating budget to be presented by the superintendent to the city manager and the city finance director as provided by section 1-9G-4(l) above.
- F. Capital Plan. Collaborate with the superintendent to review and recommend to the city council the approval or modification of a capital budget and a capital program for the construction or improvement of parks and recreation facilities.
- G. Funding. Collaborate with the superintendent to recommend to the city council the dedication of city property, the acquisition or lease of real property, acceptance of grants and devises of real property, and gifts and bequests of personal property for the benefit or improvement of the parks and recreation facilities of the city and any restrictions thereon, and/or the issuance of bonds as provided in section 1-9G-1(A) of this article.
- H. Miscellaneous. Perform such other duties as may be established by ordinance or resolution of the city council, provided that the board shall make no commitments or

agreements which require any change of established policy or expenditure of city monies without the prior approval of the city council.

1-9G-7: **PARK REGULATIONS:** The parks and recreation advisory board is empowered to recommend such rules and regulations for the operation of the city's parks and recreation facilities as it may deem appropriate, as provided by section 1-9G-6(C) of this article. All such rules and regulations are and shall be incorporated by reference into this section 1-9G-7 and shall be enforceable as provided in section 1-9G-8.

1-9G-8: **Penalty:** Unless otherwise provided herein, any person violating any of the provisions of this article shall be guilty of a class B misdemeanor offense and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$1,000.00), excluding costs, and/or by imprisonment in the city jail for a period of not more than ten (10) days, in accordance with the provisions of section 1-4-1(B) of the city code of ordinances.

OR

1-9G-8: **Penalty:** Unless otherwise provided herein, any person violating any of the provisions of this article shall be guilty of a class A misdemeanor offense and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00), excluding costs, in accordance with the provisions of section 1-4-1(B) of the city code of ordinances.

§ 3. That all ordinances or parts of ordinances in conflict with this Ordinance shall be and hereby are repealed and of no effect from the effective date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this ____ day of _____ 2015.

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING

A special session of the Glenpool Utility Service Authority will be held immediately following the Glenpool City Council meeting, which starts at 6:00 p.m. on Tuesday 17, 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 RESOLUTION NO. 15-02-03, A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 4 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY THOUSAND SIX HUNDRED FORTY ONE DOLLARS (1,540,641) FOR THE PERFORMANCE OF A MASTER WATER STUDY AND THE DESIGN AND CONSTRUCTION OF AN ELEVATED WATER STORAGE TOWER ON PROPERTY BELONGING TO THE CITY AT 156TH STREET SOUTH, EAST OF US HIGHWAY 75, TULSA COUNTY, FOR TE PURPOSE OF FACILITATING FUTURE DEVELOPMENT OF THE CITY OF GLENPOOL TO THE SOUTH OF 151ST STREET SOUTH (STATE HIGHWAY 67), TULSA COUNTY.
 - 2) Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority City-Wide Water Distribution System Model and Report Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.
 - 3) Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority Water Storage Construction Documents Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.
- D. Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at ____:____ am/pm.

Signed: _____
Clerk