



NOTICE
GLENPOOL UTILITY SERVICE
AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on Monday, May 1, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report May 2017	3
D) Scheduled Business	
1) Discussion and possible action to elect Chairman. (Chairman)	
2) Discussion and possible action to elect a Vice Chairman. (Chairman)	
3) Discussion and possible action to approve minutes from April 3, April 6, April 20, and April 27, 2017 meetings. (Susan White, Secretary) GUSA MIN 040317 WORKSHOP MINUTES 040617 Budget Workshop WORKSHOP MINUTES 042017 Budget Workshop WORKSHOP MINUTES 042717 Budget Workshop	4 - 7
4) Discussion and possible action to approve National League of Cities Service Line Warranty program. (Roger Kolman, City/Trust Manager) NLC Staff Report	8 - 16
5) Discussion and possible action to approve a professional services agreement from Shaffer, Kline, & Warren Inc., in an amount not to exceed \$16,000 for a water distribution study and analysis, study area located south of 161st Street and US 75. (Lynn Burrow, Community Development Director) GUSA Presentation 05 01 17 SKW Water System Study Water Study - Final Contract Oklahoma Terms Conditions	17 - 26

[2017 Hourly Rate Schedule](#)

E) **Adjournment**

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

Signed:

City Clerk



Public Works Director's Report

May 1, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- 6 sewer backups were reported 2 were on customer's side 4 on the cities side.
- Received the Bio Monitoring results and submitted report to ODEQ passed

Water Distribution:

- Meter reading started on April 3rd.
- Meter reading was completed on April 13th.
- Total rereads for April were 149 of which 25 were incorrect reads and 10 were sent out for 2nd re reads.
- 145 Service Orders, 7 Blue tags were issued by the water billing dept.
- 2 New construction meters were set and 2 meter replacements.
- 230 Line locates were issued by call Okie.
- 150 turned off for nonpayment.
- The AMR water meter replacement project started on April 24th.

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
April 3, 2017

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee and Jacqueline Triplett-Lund. Trustee Brandon Kearns was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 7:04 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works
- Mr. Richter reviewed the various activities accomplished by the water/wastewater personnel during the previous month.
- D) **Scheduled Business:**
- 1) **Discussion and possible action to approve minutes from March 6, 2017 meeting.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Lund to approve minutes as presented.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox
AGAINST: None
ABSTAIN: Trustee Agee (Absent March 6, 2017)
ABSENT: Trustee Kearns
Motion carried.
- E) **Adjournment.**
- There being no further business, Chairman Fox declared the meeting adjourned at 7:07 p.m.

Date

Chairman

ATTEST:

Secretary

MINUTES
SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL
GLENPOOL UTILITY SERVICES AUTHORITY
AND THE GLENPOOL INDUSTRIAL AUTHORITY

April 6, 2017

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:11 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, and Councilor/Trustee Patricia Agee. Councilor/Trustee Brandon Kearns and Councilor/Trustee Jacqueline Triplett-Lund were absent.

Staff present: Roger Kolman, City Manager; Susan White, City Clerk; Julie Casteen, Finance Director; Rick Malone, City Planner; Dennis Waller, Police Chief; Paul Newton, Fire Chief; and Debbie Pengelly, Human Resources Director. Lowell Peterson, City Attorney was absent.

- A) Mayor Fox called the meeting to order at 6:11 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Discussion:**

1. Discussion concerning FY 2017-2018 Proposed Budget.

Julie Casteen, Finance Director, presented a slide show of the proposed operating funds. The proposed total operating expenditures for all funds is \$18.5 million.

- D) Workshop was adjourned at 6:30 p.m.**

Date

Mayor

ATTEST:

City Clerk

**MINUTES
SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL
GLENPOOL UTILITY SERVICES AUTHORITY
AND THE GLENPOOL INDUSTRIAL AUTHORITY**

April 20, 2017

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, and Councilor/Trustee Brandon Kearns. Councilor/Trustee Patricia Agee and Councilor/Trustee Jacqueline Triplett-Lund were absent.

Staff present: Roger Kolman, City Manager; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief; and Paul Newton, Fire Chief. Lowell Peterson, City Attorney was absent.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Discussion:**

1. Discussion concerning FY 2017-2018 Proposed Budget.

Julie Casteen, Finance Director, presented a slide show representing the proposed capital fund expenses in all departments.

The next Budget Workshop is planned for Thursday, April 27 at 6:00 p.m. It will be the final workshop and the entire budget compilation will be presented for review and discussion.

- D) Workshop was adjourned at 6:25 p.m.**

Date

Mayor

ATTEST:

City Clerk

**MINUTES
SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL
GLENPOOL UTILITY SERVICES AUTHORITY
AND THE GLENPOOL INDUSTRIAL AUTHORITY**

April 27, 2017

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:03 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, and Councilor/Trustee Patricia Agee. Councilor/Trustee Brandon Kearns and Councilor/Trustee Jacqueline Triplett-Lund were absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; and Rick Malone, City Planner.

- A) Mayor Fox called the meeting to order at 6:03 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Discussion:**

1. Discussion concerning FY 2017-2018 Proposed Budget.

Julie Casteen, Finance Director presented a slide show of the proposed FY 2017-2018 Budget and offered explanation on specific areas where Councilors requested further information.

- D) Workshop was adjourned at 6:29 p.m.**

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: May 1, 2017
Subject: NLC Service Line Warranty Program

Background:

The National League of Cities partners with Utility Service Partners, Inc. to provide a utility service line warranty program to over 350 local governments across the U.S. Currently there are 7 participating municipalities in Oklahoma, with the City of Tulsa being the closest in location to Glenpool.

Benefits

The utility service line warranty program is basically an insurance program for homeowners to assist with the costs of repair/replacement of water/wastewater service lines belonging to the homeowner. The warranty program allows a homeowner (subscriber) to contact one entity when they have a problem, rather than go through the city and then try to find a plumber to assist them. The warranty provider will directly hire the licensed and bonded plumber for the homeowner and pay the costs of the service up to \$4,000.

Costs

The cost of the warranty to the homeowner is \$7.75/month for sewer line coverage and \$5.75/month for waterline coverage. For an additional \$9.99/month, homeowners may also purchase a warranty on in-home plumbing as well.

In exchange for utilizing the city's customer list to market the program, Utility Service Partners, Inc. will pay the city \$.50/month on each active service account. These revenues may be used for any governmental purpose, but can be restricted to specific items, i.e. parks and recreation or water and sewer maintenance.

Results

The City of Tulsa has been a partner in this program since 2014 and has seen the following results to date:

- 19,952 homeowners participating
- 3,414 claims paid with 0 claims denied
- \$1.1 million in paid sewer line claims and \$321k in paid water line claims

Staff Recommendation:

Staff recommends approval of this request.

Attachments:

- Product Marketing Agreement
- NLC Service Line Warranty Program Term Sheet

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager Roger Kolman, City Clerk Susan White
www.glenpoolonline.com



- Utility Service Partners, Inc. presentation to Glenpool City Council
- NLC Service Line "Why Should My City Offer This Program?" brochure

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager Roger Kolman, City Clerk Susan White
www.glenpoolonline.com

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into as of _____, 2017, ("**Effective Date**"), by, between and among the City of Glenpool, Oklahoma ("**City**"), the Glenpool Utility Services Authority ("**GUSA**", and together with City, "**Glenpool**") and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), each herein referred to singularly as "**Party**" and collectively as the "**Parties.**"

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner(s)**"); and

WHEREAS, Glenpool desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Glenpool hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** Glenpool hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Notwithstanding the foregoing non-exclusivity of licensing of City's name and logo to entities or businesses other than direct competitors with Company, Glenpool agrees that it will not extend a similar license to any direct competitor of Company during the Term and any Renewal Term of this Agreement. For purposes of this provision, "direct competitor" means any business or entity engaged in the marketing or sale of products and/or services substantially similar to the National League of Cities Service Line Warranty. In the event that Glenpool extends a similar license to any direct competitor of Company during the Term and any Renewal Term of this Agreement, Company may immediately terminate this Agreement.

3. **Term.**

- A. The term of this Agreement ("**Term**") shall be for up to three (3) years from the Effective Date, provided that the Term shall expire no later than June 30, 2020. The Agreement will renew for additional one (1) year terms ("**Renewal Term(s)**"), commencing July 1, 2020, so long as neither one of the Parties gives the other Party written notice at least ninety (90) days prior to the end of the Term or of a Renewal Term that the notifying Party intends to terminate this Agreement.
- B. In the event that Company is in material breach of this Agreement, Glenpool may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to Authority a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30, 2018. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30 of the succeeding year. Authority will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City and GUSA, their respective elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services related to the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: CITY/GUSA:
ATTN: Roger Kolman, City Manager
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033
Phone: (918) 209-4645

To: COMPANY:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** All representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of Glenpool, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Oklahoma. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF GLENPOOL

Name:
Title:

GLENPOOL UTILITY SERVICES AUTHORITY

Name:
Title:

Attest:

Susan White, City and GUSA Clerk

Approved:

Lowell Peterson, City and GUSA Attorney

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name:
Title:

Exhibit A
NLC Service Line Warranty Program
City of Glenpool/Glenpool Utility Services Authority
Term Sheet

I. Initial Term: From the Effective Date, as defined in the Agreement to and including June 30, 2020.

II. License Fee: \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water line warranty (initially, \$5.75 per month; \$64.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided that any such adjustment shall not exceed \$.50 per year unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External sewer line warranty: Scope is from the municipal main tap until line daylights inside home, which includes the service line under the concrete floor.
- b. External water line warranty: Scope is from the meter and/or curb box until it daylights inside home, which includes the service line under the concrete floor.
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed, provided that any marketing communications with residents of the City shall be pre-approved by the City. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.

City of Glenpool, OK



we promise



NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

Ashley Shiwarski

724-749-1097

ashiwarski@utilitysp.net





Service Line Warranty Program



WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



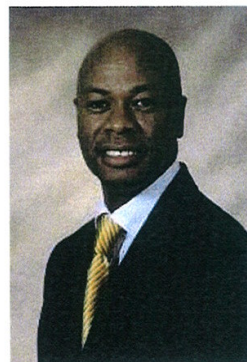
PARTNERSHIP



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities



MEMORANDUM

**TO: GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)
BOARD OF TRUSTEES**

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

**RE: REVIEW AND APPROVAL -
WATER DISTRIBUTION SYSTEM STUDY & ANALYSIS**

DATE: MAY 1, 2017

BACKGROUND

This item is for Board consideration and action regarding the review and approval of a certain professional engineering services proposal solicited and received from Shafer, Kline & Warren, Inc. (SKW) regarding the production of a limited water distribution system analysis for a total cost of \$16,000.00, plus expenses. As noted in the attached agreement, SKW is proposing to produce a study that evaluates the City's current distribution system in areas within the City's annexation limits -either side of U.S. Highway 75 - south of 161st Street. The purpose of this study is to evaluate the possibility of participating in a joint project between the City and the private developer of the Twin Mounds residential addition. This addition is located on property along the south side of 161st Street approximately ¼ mile west of U.S. Highway 75. The proposed development is currently zoned RS-3, contains approximately 100 acres, and is to be developed into 250 single family residential lots. The development of the property will extend City water and sanitary sewer services to the site by means of a sanitary sewer lift station and force main and the extension of water lines connecting to existing City facilities on the east side of U.S. Highway 75. The water distribution system necessary to provide domestic water service and fire protection for this addition will require the installation of a water storage tower located at the highest elevation within the addition. To serve the development of Twin Mounds Addition, this tower is to be approximately 150,000 gallons in storage size. However, the tower is to be located such that if upsized, it may also be beneficial to the future growth of the City in areas generally south of 166th Street.

The attached vicinity map and map of the proposed Twin Mounds development is attached for reference. The Developer is proposing the City become involved with this project by possibly expanding the capacity of the proposed water storage tower to a size that provides increased pressures and delivery rates necessary for future growth in other downstream areas of the City.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momadou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager Roger Kolman, City Clerk Susan White
www.glenpoolonline.com

The system study that SKW is proposing will provide this type of analysis as to: 1.) whether the location of this water tower could be beneficial for this type of future City growth; 2.) what would be an appropriate tower style and storage capacity; 3.) what project costs will need to be anticipated.

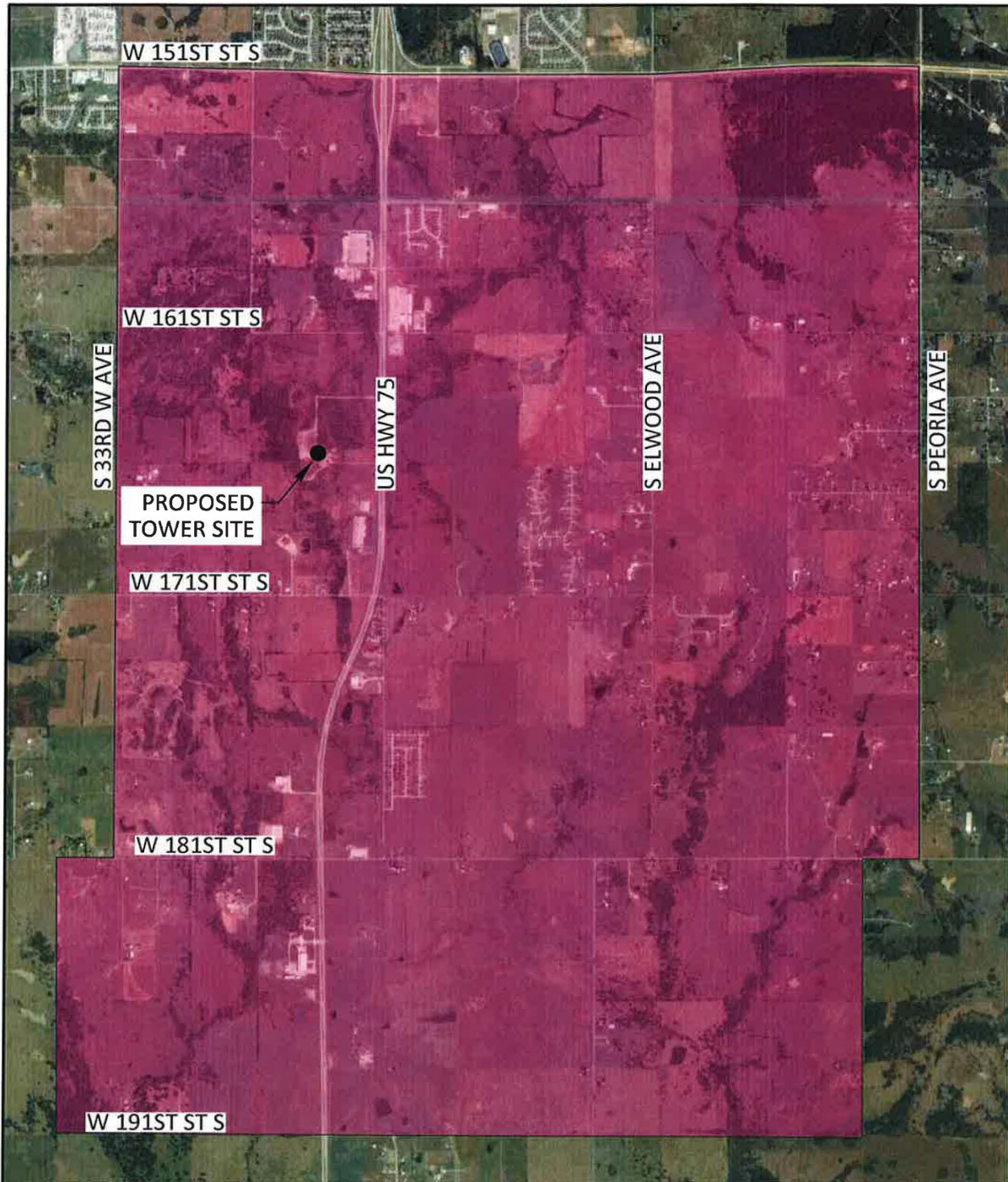
The analysis will also identify the main downstream water distribution system improvements that will be necessary in the future to take full advantage of the placement of a new tower at this location. It should be noted that the results of this analysis will need to be expanded upon and modified accordingly as the downstream areas being served by this storage facility are developed in the future and will likely require the extension and/or replacement of certain existing distribution system facilities. In general, the main purpose of this proposed water system analysis is to determine the viability of a new City owned facility at this particular location and whether a joint project with the Developer is advantageous from a cost effectiveness standpoint.

Staff Recommendations:

In view of the fact the installation of a new water storage facility at this location has been presented to the City as an opportunity to take advantage of the location being offered as well as certain cost sharing, Staff recommends approval of the professional services proposal from SKW. Staff feels this type of engineering analysis is the appropriate method to determine the overall viability of this type of joint participation. Therefore, Staff recommends approval to move forward with the outlined scope of services for a total amount not to exceed \$16,000.00, plus expenses. If so approved, funding for this work will be allocated from the current GUSA FY 2016/2017 Budget Item No. 02-6-16-6235.

Attachments:

1. Professional Services Proposal: Shafer, Kline & Warren, Inc.
2. Supporting Documentation & Mapping



SHAHER, KLINE & WARREN

5800 E. Skelly Drive, Suite 200
Tulsa, OK 74135-6439
918.499-6000 FAX: 918.499-6003



SURVEYING | ENGINEERING | CONSTRUCTION

GUSA WATER PLANNING AREA

PROJECT NO.	DATE: 4-24-2017	BY: JSG
-------------	-----------------	---------

April 24, 2017



Tim Fox, Chairman
Glenpool Utility Services Authority (GUSA)
12205 S. Yukon Avenue
Glenpool, OK 74033

**Re: Glenpool Water Utility Master Plan
Agreement for Professional Services**

Dear Mr. Fox:

Thank you for considering Shafer, Kline & Warren, Inc. (SKW) to provide professional services in conjunction with a Master Plan for expansion of the Glenpool water utility, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of \$16,000, which does not include the cost of reimbursable expenses. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

Glenpool Utility Services Authority (GUSA) agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and that SKW will be given timely access to the project site, as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for Glenpool Utility Services Authority (GUSA) and SKW. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

Shafer, Kline & Warren, Inc.
Daniel (Danny) L. Coltrane, P.E.
River Bridge Office Building
1323 E. 71st Street, Suite 120
Tulsa, Oklahoma 74136
Phone: (918) 499-6000
Fax: (918) 499-6003
E-mail: Danny.Coltrane@skw-inc.com

Glenpool Utility Services Authority (GUSA)
Lynn Burrow, Director of Community
Development
12205 S. Yukon Avenue
Glenpool, OK 74033
Phone: (918) 322-8110
Fax: (918) 209-4611
E-mail: lborrow@cityofglenpool.com

SURVEYING | ENGINEERING | CONSTRUCTION

SHAFER, KLINE & WARREN

5800 East Skelly Drive, Suite 200, Tulsa, OK 74135 **Office** 918.499.6000 **Fax** 918.499.6003

www.skw-inc.com

Tim Fox, Chairman
Glenpool Utility Services Authority (GUSA)
April 24, 2017
Page 2

This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit SKW's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space provided below and return it to us. SKW will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until July 24, 2017.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

SHAFER, KLINE & WARREN, INC.

By: 
Larry D. Graham, P.E., P.L.S., CFedS
President, Infrastructure & Development

P:\Water\Clients\Glenpool\Water Study.docx

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)

By: _____
Tim Fox

Accepted this ____ day of _____, 2017.

Title: Chairman

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated April 24, 2017, by and between Glenpool Utility Services Authority (GUSA) and Shafer, Kline & Warren, Inc., in respect to a Master Plan for expansion of the Glenpool water utility, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

Master Plan:

SKW will prepare a Master Plan for expansion of the Glenpool water utility within City limits south of 151st Street between S 33rd West Avenue and S Peoria Avenue. This master plan is not intended to replace any portion of the December 10, 2015 report submitted by the Cowan Group, but is a continuation of the long-term expansions discussed in said report. The specific areas considered in this continuation include:

- 1) the area surrounding Highway 75 between 151st and 171st Streets.
- 2) The area surrounding Highway 75 between 171st and 191st Streets.

\$16,000

Hydraulic study will be based on the client's existing district maps. The study will review target capacity of the proposed system with regard to current and future usages, including: pressure zones, main lines, storage, and booster pumps. The study will prioritize proposed improvements and probable costs for creating a new pressure zone for the areas listed above. SKW will review current usages and ISO fire flow requirements from the Cowan Report, review with Glenpool staff, and pro-rate them to the new areas. SKW deliverable will be a modified long term Master Water Plan, including a 4-5 page design memo with probable costs and maps outlining the proposed improvements.

Minimal hydraulic computer modeling will need to be completed. Hydraulic calculations will be based on main trunk lines at arterials.

ADDITIONAL SERVICES

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

- ODEQ Reports – The design memo deliverable will not be sufficient to submit to the Oklahoma Department of Environmental Quality for review and permitting. The design memo could serve as a base document in preparing an Engineering Report sufficient to obtain ODEQ approval. \$TBD

EXCLUDED SERVICES

In addition to the Basic Services outlined above, SKW has offered and recommended certain other services which are deemed necessary or advisable for the Project. The client has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement:

- Review of utility rates, O&M budgets, standard construction practices, exponential growth projections.
- Water Contracts

Shafer, Kline & Warren Inc. (SKW) Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by SKW shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from SKW's construction documents, SKW shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SKW be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. Invoices submitted by SKW are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. If payment is not received by SKW within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If SKW incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to SKW. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable SKW staff costs at standard billing rates for SKW's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against SKW unless the Client has first provided SKW with a written certification executed by an independent consultant practicing in the same discipline as SKW and licensed in the State of Kansas. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to SKW not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. SKW shall not be required to sign any certifications or documents, no matter by whom requested, that would result in SKW's having to certify, guarantee or warrant the existence of conditions whose existence SKW cannot ascertain and, within the scope of SKW's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with SKW or payment of any amount due to SKW in any way contingent upon SKW's signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to SKW are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, SKW may call for renegotiation of appropriate portions of this Agreement. SKW shall notify the Client of the changed conditions necessitating renegotiation, and SKW and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or SKW, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by SKW, it is understood it is the Client's contractor(s), not SKW, who is responsible for the construction of the Project, and that SKW is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Corporate Protection. It is intended by the parties to this Agreement that SKW's services shall not subject SKW's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against SKW, a Kansas corporation, and not against any of SKW's individual employees, officers or directors.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and SKW mutually agree and covenant that, notwithstanding any statute of limitation in

effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement more than 12 months after the last day SKW performs services under this Agreement. Client and SKW agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day SKW performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and SKW agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Oklahoma will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Tulsa County, Oklahoma.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of SKW and SKW's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to SKW's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to the total amount of compensation received by SKW under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining SKW for any on-site construction phase services, the limits of SKW's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by SKW under this Agreement.

Non-Solicitation. SKW and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year

after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that SKW has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that SKW's opinions of probable construction costs are made on the basis of SKW's professional judgment and experience. SKW makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SKW's opinion of probable construction cost.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by SKW as instruments of services shall remain the property of SKW who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. SKW grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without SKW's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold SKW harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, SKW will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with SKW which releases SKW of all liability related to the use and/or reuse of electronic instruments of service by others.

Termination. Client or SKW may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. SKW shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or SKW, Client shall pay SKW within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by SKW shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by SKW, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. SKW cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Rev. Date 01/21/2010

HOURLY RATE SCHEDULE



Project or Construction Manager		Engineer, Surveyor, GIS Consultant, Specialist, Landscape Architect, Designer, Planner or Programmer	
PM 10	\$ 190.00	A 8	\$ 170.00
PM 9	180.00	A7	160.00
PM 8	170.00	A6	150.00
PM 7	160.00	A5	140.00
PM 6	155.00	A4	130.00
PM 5	140.00	A3	120.00
PM 4	130.00	A2	110.00
PM 3	120.00	A1	100.00
PM 2	110.00	A0	90.00
PM 1	100.00		
Construction Observer or Engineering / Survey / Corrosion / Data - Technician		Survey Crew	
T7	\$ 120.00	3 SC	\$ 165.00
T6	110.00	2 SC	145.00
T5	100.00	1 SC	100.00
T4	90.00		
T3	80.00		
T2	70.00		
T1	60.00		
T0	50.00		
Survey Truck Mileage		Passenger Car, Truck Mileage	
TMILE	Federal rate plus \$0.30/mile	PMILE	Based on Federal Guidelines
Per Diem		Expenses	
PERD	Based on Federal Guidelines Per Location or Agreed to Rate (average is currently \$140/day)	EXPENSES	Cost + 10% unless otherwise noted

Effective: January 1, 2017

SURVEYING | ENGINEERING | CONSTRUCTION

SHAFFER, KLINE & WARREN

11250 Corporate Avenue, Lenexa, KS 66219 Office 913.888.7800 Fax 913.888.7868

www.skw-inc.com