



**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on February 21, 2023 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool Utility Service Authority will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

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+13462487799, US (Houston)

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Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

The GUSA Board welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, FEBRUARY 21, 2023.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Chair**
- B) **Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair**
- C) **Trustee Comments**
- D) **Public Comments**
- E) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**

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

G) **Scheduled Business**

- 1) Discussion and possible action to approve or deny Amendment No. 1, to the Agreement for Engineering Services between Glenpool Utility Services Authority, and S2E Engineering, PLLC. 3 - 28
(David Agbetunsin, City Engineer)
[Staff Report - Amendment no 1 to agreement between GUSA and S2E Engineering](#)
- 2) Discussion and possible action to approve, deny or amend an Engagement Letter for Legal Services with Rosenstein, Fist & Ringold. 29 - 32
(David Tillotson, City Manager)
[Engagement Letter \(GUSA\)](#)
- 3) Discussion and possible action to enter into Executive Session for the purposes of **A)** engaging in confidential communications between the GUSA Board of Trustees and its attorney concerning a pending claim, action or possible litigation against J.E. Dirt Wurx, LLC and/or its surety, Merchants National Bonding, Inc., related to the Kendalwood North Park Drainage Improvement Project, the Board having been advised by its attorney that disclosure will seriously impair the ability of GUSA to process or conduct the claim, action or possible litigation in the public interest, pursuant to 25 O.S. § 307.B.4 of the Open Meeting Act; and **B)** discussing the purchase or appraisal of certain real property, pursuant to Title 25, Section 307(B)(3) of the Oklahoma Statutes.
(David Tillotson, City Manager)
- 4) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Chair)
- 5) Discussion and possible action to approve or deny authorizing GUSA's attorney to proceed with a pending claim, action or possible litigation against J.E. Dirt Wurx, LLC and/or its surety, Merchants National Bonding, Inc., in a manner consistent with the discussion in executive session.
(David Tillotson, City Manager)
- 6) Discussion and possible action to authorize the City Manager to make an offer and negotiate on behalf of GUSA for the purchase of certain real property located in the City of Glenpool on terms consistent with the discussion in executive session, subject to a mutually agreeable real estate purchase and sale agreement to be approved by the Board at a future meeting.
(David Tillotson, City Manager)

H) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on February 16, 2023, by 5:30 pm.

Signed: Wendy Knight

Secretary



To: Glenpool Utility Services Authority
Chairperson and Trustees

From: David Agbetunsin, City Engineer

Date: February 13, 2023

Re: Approval of Amendment No1. To Agreement for Engineering Services Between GUSA and S2E Engineering, PLLC.

Background:

Glenpool Utility Services Authority (GUSA) received a letter on December 28, 2022, from the Oklahoma Department of Environmental Quality (ODEQ) referenced "Consent Order 19-289, Addendum A". Addendum A to the Consent Order 19-289 requires GUSA to:

1. Obtain approval for a new or amended 208 Plan and resulting waste load allocation ("WLA").
2. Submit an approvable engineering report to DEQ for eliminating permit limit violations at the wastewater treatment facility, including a schedule for its implementation.

Task 1 stated above has been completed as a part of the agreement with S2E Engineering, PLLC. Task 2 is outstanding and has a deadline of October 1, 2023. This task requires completion of a geotechnical investigation report, sludge management plan and an update to the 2020 engineering report.

Staff has amended the existing agreement between GUSA and S2 Engineering, PLLC, dated December 13, 2021, to execute Task 2 of the Consent Order 19-289 Addendum A. The change to the agreement between GUSA and S2E Engineering PLLC would delete "Task A2-Synoptic Study, Modeling and WLA" on the original agreement, and replace it with "Task A2-DEQ Consent Order Addendum-Update Engineering Report". The total cost of the amended Task-A2 is forty-one thousand dollars (\$41,000.00). The amendment to the original agreement between GUSA and S2E Engineering results in a reduced total cost of \$2,200 to the original total contract cost.

Staff Recommendation:

Staff recommends the approval of the amendment No.1 to Agreement for Engineering Services Wasteload Allocation Study and Wetlands Delineation Report Wastewater Treatment Plant (WWTP).

Attachments:

- Agreement for Engineering Services Wasteload Allocation Study and Wetlands Delineation Report Wastewater Treatment Plant (WWTP)
- Amendment No.1 to Agreement for Engineering Services Wasteload Allocation Study and Wetlands Delineation Report Wastewater Treatment Plant (WWTP)
- Consent Order 19-289, Addendum A

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

AGREEMENT FOR ENGINEERING SERVICES

**WASTELOAD ALLOCATION STUDY
AND
WETLANDS DELINEATION REPORT
WASTEWATER TREATMENT PLANT (WWTP)**

THIS AGREEMENT, including Attachments between Glenpool Utility Services Authority, City of Glenpool (Owner) and S2 Engineering PLLC (Engineer).

WITNESSETH:

WHEREAS Owner intends to perform wasteload allocation study and wetlands delineation report (the Project) in accordance with State and federal requirements; and,

WHEREAS Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS Engineer is prepared to provide the Services.

NOW THEREFORE, in consideration of the premises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 13th day of December 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment A.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment A.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable purpose, function, and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Consequential Damages. Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits. Subject to the limitation provided in paragraph 7.5, Engineer shall be liable only for such actual damages as flow directly from a breach of this agreement.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed \$50,000 or the amount of Engineer's total fee paid by the Owner for Services under this Agreement, whichever is the greater.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$250,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$500,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the Services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	S2 Engineering PLLC P.O. Box 2347, Broken Arrow, OK 74013 Attention: Srin Sundaramoorthy, P.E. Principal Engineer
Owner:	City of Glenpool 12205 S Yukon Ave., Glenpool, OK 74033 Attention: Mr. Lynn Burrow, P.E. City Engineer / Community Development Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Owner: Glenpool Utility Services Authority

Engineer: S2 Engineering PLLC

By:

Joyce Calvert

By:

Srinivas Sundaramoorthy

Digitally signed by: Srinivasan
Sundaramoorthy
DN: CN = Srinivasan Sundaramoorthy email
= srini@s2epic.com C = US O = S2E OU =
S2 Engineering, PLLC
Date: 2021.11.29 13:46:31 -05'00'

Title: Chairman

Srinivasan Sundaramoorthy, P.E.
(Srin Sundaramoorthy)

Date: 12/13/2021

Title: Principal Chief Executive Manager

Date: 11/29/2021

Approved:

City Attorney:

Lowell Peterson

Attest:

Wendy Knight
City Clerk



**ATTACHMENT A
TO
ENGINEERING SERVICES AGREEMENT
BETWEEN
GLENPOOL UTILITY SERVICES AUTHORITY, CITY OF GLENPOOL
AND
S2 ENGINEERING, PLLC

WASTELOAD ALLOCATION STUDY
AND
WETLANDS DELINEATION REPORT
WASTEWATER TREATMENT PLANT (WWTP)
CITY OF GLENPOOL, OK

SCOPE, COMPENSATION AND SCHEDULE**

I. BACKGROUND

City of Glenpool (City or Owner) plans to expand the capacity of its existing wastewater treatment plant (WWTP). The WWTP effluent is currently discharged to the Arkansas River under OPDES Permit No. OK0027138 issued by the Oklahoma Department of Environmental Quality (ODEQ). In order to establish the discharge limits for the WWTP expansion ODEQ requires a wasteload allocation study (WLA) to be completed by Glenpool.

As part of the Arkansas River discharge study, City desires to evaluate the feasibility of discharging to the adjacent Coal Creek instead of the Arkansas River to determine the long-term benefits.

The new plant expansion requires additional property, and the City has identified two adjacent parcels of land as potential site for the plant expansion. These two sites are identified as Site 1 and Site 2 on the attached Exhibit 1. A review of the National Wetland Inventory Map indicates these two sites could potentially harbor wetlands, requiring a wetland delineation report to determine the regulatory jurisdiction and to identify any potential mitigation measures that might be required.

City asked S2 Engineering, PLLC (Engineer) to provide professional Services (as defined in the Engineering Services Agreement into which this Agreement is incorporated) for the WLA study and the wetlands delineation report to include the following tasks as summarized below and described in subsequent sections.

- Wasteload Allocation Study for the Arkansas River Discharge
- Preliminary Desktop Study for the Coal Creek Discharge
- Wetlands Delineation Report for Site 1 and Site 2

II. SCOPE OF WORK

The project scope elements included in the basic scope including the following tasks:



Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

- Wasteload Allocation Study for the Arkansas River Discharge
- Preliminary Desktop Study for the Coal Creek Discharge
- Wetlands Delineation Report for Site 1 and Site 2

A. TASK A- Wasteload Allocation Study for the Arkansas River Discharge.

Glenpool's existing WWTP discharge is to the Arkansas River and is currently permitted for a flow of 1.44 million gallons per day (MGD). For the proposed 3.0 MGD plant design capacity, ODEQ requires the wasteload allocation study (WLA) utilizing the ODEQ approved methodology. Engineer had initial discussion with ODEQ and ODEQ confirmed the existence of a previously developed Arkansas River Qual2K model (2016 Model) which, subject to such supplementation or update as may be required pursuant to Task A2., is acceptable to ODEQ for the Glenpool WLA study. Engineer has access to the 2016 Model and will utilize the model to complete the WLA study as detailed below.

Task A1- Desktop Modeling:

- Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the city, and coordination with the Project Team consisting of members assigned by the Engineer and the Owner.
- ODEQ Coordination.** Engineer will coordinate with ODEQ to determine their specific requirements for approval of the WLA study using the 2016 Model. Engineer will conduct virtual meeting as necessary with ODEQ to seek consensus of an acceptable approach, particularly regarding the level of field efforts and data collection, if any, that will be required by ODEQ for the 2016 Model use for this study.
- Update 2016 Model as a Desktop Effort.** Engineer will update the 2016 Model with available information to determine what WLA could be achieved for Glenpool. Glenpool's proposed design flow and discharge concentration will be evaluated in the model. A brief summary report in the form of a technical memorandum will be prepared to present to Glenpool and ODEQ. In this task, Engineer assumed adequacy of existing data without the need for field sampling and survey which, if mandated by ODEQ, will be performed under Task A2 below.
- ODEQ Review.** Engineer will coordinate with ODEQ for their review. If ODEQ determines this desktop effort is adequate for the finalization of the WLA, Engineer will prepare a final report for ODEQ submission. Should ODEQ require that the 2016 Model be updated with targeted field sampling a synoptic study will be performed as summarized in Task A2.

Task A2- Synoptic Study, Modeling and WLA (if required pursuant to Task A1-d)

- Study Work Plan.** A Work Plan will be developed and submitted to Glenpool and ODEQ for review. The Work Plan will outline the procedures to be followed in collection of the field data and a synopsis of how the data will be used in the modeling. The Work Plan will include time schedule for

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

completing field work and the level of model complexity required for the study.

- b. **Field Data Collection.** Field activities noted in the Work Plan will likely include collection of targeted water quality samples and collection of *in-situ* measurements. Quality assurance and control procedures will be described in the Work Plan.
- c. **ODEQ Approval.** Engineer will coordinate with the ODEQ during the review. ODEQ approval of the Work Plan is required prior to starting the field data collection activities.
- d. **Field Data Collection.** This task includes collection of water quality samples and in-situ measurements as detailed in the Work Plan. The field study would be conducted during stream critical conditions consisting of low flow and high temperature (as close to 7Q₂ flow and 32° C instream conditions as feasible). Note: a combination of these conditions does not occur every year; typically, critical conditions studies in Oklahoma are conducted in the August-September timeframe.
- e. **Modeling and WLA.** Engineer will use the collected field data to revise and update the existing 2016 Model and to verify the calibration of the model. Engineer will coordinate with the ODEQ to obtain their approval of the model calibration and use the calibrated model to establish the WLA for the increased discharge for Glenpool. The model runs will include seasonal conditions as provided in the Oklahoma Water Quality standards.
- f. **WLA Report.** A detailed wasteload allocation report will be prepared. The report will include a summary of the field study methodology and results; brief summary of the mechanics of the model set-up; summary of rates, coefficients, and constants; sensitivity analysis, and detailed model outputs including the wasteload allocation available to the City of Glenpool. Engineer shall submit one electronic copy and two hard copies for Glenpool's review.
- g. **Presentation.** Engineer will present the findings to the Glenpool staff. If required, Engineer will present the findings to the Glenpool City Council. Once Council presentation is included in the basic scope. Additional presentation can be provided as additional services
- h. **DEQ Review.** Engineer will submit an electronic copy of the WLA report to ODEQ for their review and approval. Engineer will assist Glenpool in the ODEQ review process including the public notification process required for formal WLA approval by the ODEQ. Glenpool will be responsible for any ODEQ fees and cost for public notification such as newspaper publications.

B. Task B- Preliminary Desktop Study for the Coal Creek Discharge. The goal of this task is to perform a preliminary feasibility study for discharging the new expanded plant effluent to the Coal Creek instead of to the Arkansas River. Coal Creek is located adjacent to the existing plant site which allows gravity discharge to the creek. If this discharge is found to be feasible, it would eliminate the need for pumping and force main discharge to the Arkansas River.

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

It is anticipated that the ODEQ will require a calibrated model effort in order to approve a WLA into Coal Creek. First, Task B1 will be performed to determine if the Coal Creek discharge is feasible. If found to be feasible and approved by Glenpool, Task B2 will be initiated. Task B2 will include detailed model calibration efforts and WLA report for ODEQ approval.

Task B1- Desktop Model Screen and Feasibility Study

- a. **Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the city, and coordination of the project team.
- b. **Desktop Model Screen.** A desktop model will be prepared through expansion of the existing 2016 Model into Polecat and Coal Creeks. The desktop model will include several assumptions for channel hydraulics of the smaller creeks that can be verified during the calibrated model phase of the project, if warranted. This model will be used to assess potential new flow and effluent concentrations of BOD and ammonia achievable while maintaining the in-stream dissolved oxygen standard.
- c. **Proposed Treatment Plant Process Update.** Based on the preliminary results from the prior task, Engineer will evaluate if additional treatment is necessary compared to the Arkansas River discharge. Engineer will prepare conceptual level cost estimate for any additional plant improvements for the Coal Creek discharge.
- d. **Life Cycle Cost Evaluation.** Engineer will prepare capital and life cycle cost (20-year operation) comparison for the proposed plant expansion using the Coal Creek discharge versus the Arkansas River discharge. In addition, Engineer will also prepare summary of pros and cons that includes other non-tangible factors such as future regulatory requirements and flexibility in meeting Glenpool's future growth needs.
- e. **Report.** Engineer will prepare summary report to deliver the findings to Glenpool. An electronic copy and one-paper copy of the report will be delivered to Glenpool.
- f. **Presentation.** Engineer will present the findings to the Glenpool staff. If required, Engineer will present the findings to the Glenpool City Council. Once Council presentation is included in the basic scope. Additional presentation can be provided as additional services.

Task B2- Coal Creek Detailed Wasteload Allocation Study

If discharge to Coal Creek is found to be feasible (from Task B1) and Glenpool decides to pursue further, Task B2 will provide the necessary efforts to develop a detailed calibrated model and methodologies for a detailed wasteload allocation (WLA) study and report. The scope, fee and schedule for this task will be established at a future date as additional services upon authorization by Glenpool. For this reason, Task B2 is not included in the basic scope but can be added later if Glenpool decides to proceed and upon Glenpool's written authorization to the Engineer.

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

C. Task C- Wetlands Delineation Report for Site 1 and Site 2

The new plant expansion requires additional property, and the City has identified two adjacent parcels of land as potential sites for the plant expansion. These sites are identified as Site 1 and Site 2 on the attached Exhibit 1. The National Wetland Inventory Map (published by the US Fish & Wildlife) shows presence of potential wetlands on these two properties. A wetlands delineation study is required by the US Army Corps of Engineers (USACE) to determine regulatory jurisdiction and determine if any mitigation measures will be required. This task includes the following sub-tasks.

- a. **Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the city, and coordination of the project team.
- b. **Field Investigation.** Engineer will perform a wetlands delineation of potentially jurisdictional wetland and waterway areas within Sites 1 and 2 to determine the extent of regulated areas pursuant to Section 404 of the Clean Water Act. A trained wetland delineator will perform a wetlands/jurisdictional waterway delineation of the subject property sites. National Wetlands Inventory (NWI) maps and USGS Topo Quads will be referenced as a part of the delineation. Each investigated area characterized as wetland or waterway will be identified for visual reference and surveyed with Global Positioning System (GPS) equipment. Each area exhibiting potential wetland characteristics will be sampled according to required scientific protocol. Jurisdictional waters of the United States will also be field-identified. Identified wetlands and waterways will be photographed.
- c. **Report.** A report summarizing the survey findings will be prepared, and an electronic copy and a paper-copy of the report will be submitted for Glenpool's review. The report will include the following:
 - Completed wetland data collection forms
 - The general location of each wetland and waterway (GPS). GPS coordinates will be provided on USGS topographical maps.
 - Site Map Identifying Wetland and Waterway Location(s)
 - Photographic log
 - Report of Survey (Wetland/Waterway Findings)
- d. **USACE.** Upon Glenpool's authorization, Engineer will submit the report to USACE and assist Glenpool in the USACE review and determination. If wetland mitigations are required, engineer will prepare conceptual level description of the mitigation efforts for Glenpool's use in determining the viability of the proposed site for plant expansion use. Actual design efforts for the mitigation measures are anticipated to be included in the future detailed design phase for the new treatment plant.
- e. **Site Access.** City of Glenpool will be responsible for obtaining site access to Site 1 and Site 2 for the Engineer to perform field work and investigation.

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

III. COMPENSATION FOR SERVICES AND EXPENSES OF THE ENGINEER

- A. Engineering Services:** For the basic services outlined above, City will pay the Engineer the following lump sum:

TASK	Compensation
TASK A- Wasteload Allocation Study for the Arkansas River Discharge	
Task A1- Desktop Modeling	\$26,400
Task A2- Synoptic Study, Modeling and WLA (if necessary) *	\$43,200
Task B- Preliminary Desktop Study for the Coal Creek Discharge	
Task B1- Desktop Model Screen and Feasibility Study	\$29,700
Task C- Wetlands Delineation Report for Site 1 and Site 2	
Task C- Wetlands Delineation Report for Site 1 and Site 2	\$16,000
Total Lump Sum	\$115,300

*Task A2 will be needed only if ODEQ determines this additional step is needed for regulatory approval because the 2016 Model is not adequate.

ADDITIONAL SERVICES

The following Task B2 will be considered as additional service, if required by ODEQ and requested by the City of Glenpool.

Task B2- Coal Creek Detailed Wasteload Allocation Study	(Additional Services)
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IV. SCHEDULE

Glenpool is currently in discussion with ODEQ for an amended Consent Order (CO) schedule to accomplish the wasteload allocation (WLA) study and it is anticipated the WLA study must begin by January 1, 2022. Engineer will work with City to establish a mutual schedule to meet this goal. The following tentative schedule is provided assuming notice to proceed is issued no later than January 1, 2022:

TASK	Calendar Days from Notice to Proceed
TASK A- Wasteload Allocation Study for the Arkansas River Discharge	
Task A1- Desktop Modeling	60 days
Task A2- Synoptic Study, Modeling and WLA, if necessary	Per ODEQ CO
Task B- Preliminary Desktop Study for the Coal Creek Discharge	
Task B1- Desktop Model Screen and Feasibility Study	90 days
Task B2- Coal Creek Detailed Wasteload Allocation Study, if necessary	Future- To Be Established
Task C- Wetlands Delineation Report for Site 1 and Site 2	
Task C- Wetlands Delineation Report for Site 1 and Site 2	60 days

Note: The above schedule excludes regulatory review time required by ODEQ, USACE and other regulatory review processes.

-End of Attachment A-



EXHIBIT 1
PROPOSED SITES 1 & 2
GLENPOOL WWTP

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICES AUTHORITY, OWNER
AND
S2 ENGINEERING, PLLC, ENGINEER
FOR
WASTELOAD ALLOCATION STUDY AND WETLANDS DELINEATION REPORT
WASTEWATER TREATMENT PLANT (WWTP)**

THIS AMENDMENT NO. 1, made and entered into this _____ day of _____ 2023, by and between Glenpool Utility Services Authority, hereinafter referred to as Owner, and S2 Engineering, PLLC, hereinafter referred to as Engineer, said parties being the same who executed the original Agreement for Engineering Services, dated the 13th day of December 2021.

W I T N E S S E T H:

WHEREAS Owner requires certain engineering services outside the Scope of Services stated in Attachment A of the aforementioned original Agreement; and,

WHEREAS Engineer is prepared to provide said additional services,

NOW THEREFORE, Engineer and Owner agree to amend certain items of the original Agreement as follows:

Item No. 1

Delete "Task A2-Synoptic Study, Modeling and WLA" in its entirety and replace with the Task A2 as follows:

Task A2- DEQ Consent Order Addendum-Update Engineering Report.

Background. Original Task A2-Synoptic, Modeling and WLA was no longer needed to meet the DEQ approval for the Wasteload Allocation (WLA) for the Arkansas River discharge. Therefore, Owner desires to repurpose Engineer's efforts and fee under this original task to assist Owner with addressing DEQ Consent Order 19-289 (Addendum A).

On December 14, 2020, Glenpool submitted to DEQ an Engineering Report (ER) prepared by S2 Engineering, PLLC in response to DEQ Consent Order 19-289. This ER summarized the need for new wasteload allocation for the increased plant capacity and certain addition items necessary for constructing the new mechanical plant. DEQ identified these deficiencies and included them as an Addendum to the Consent Order, as follows:

- Obtain approval for a new or amended 208 Plan for the increased wasteload allocation for the new plant. This task is already completed.
- Submit an approval engineering report to DEQ for eliminating the permit violations at the wastewater Treatment Facility (WWTF) including a schedule for its implementation. This task requires completion of a geotechnical investigation report, preparation of sludge management plant and update to the 2020 engineering report.

The purpose of the Task A2 included in this Amendment No. 1 is to complete the above items as required in the Consent Order 19-289 Addendum A, as further described below:

Site Geotechnical Investigation. For the proposed mechanical plant, additional land (currently not owned by the Owner) adjacent to the existing sites will be necessary. Owner has identified two sites (Site 1 and Site 2) for this purpose. Site 1 is immediately to the south and Site 2 is to the southeast of the existing site. Engineer will secure services of a qualified geotechnical consultant to prepare the geotechnical report for the sites. The purpose of the geotechnical investigation is to determine general sub-surface site conditions, presence of groundwater, depth to augur refusal bed rock and to provide sub surface material classifications. Geotechnical Investigation will include the following tasks:

- a. **Field Investigation.** Engineer will explore the subsurface conditions at both sites by drilling a total 6 soil test borings, 3 borings for each site. The boring will be drilled to 25 feet below existing ground surface. The borings will be advanced with a truck/track-mounted drill rig using augers to advance the boreholes. Split-barrel samples will be obtained for laboratory testing. Bedrock, if encountered, will be either cored or evaluated by using Texas Cone Penetrometer (TCP). In addition, any noxious odors (such as hydrocarbon) will be recorded, and the soil sample collected for further laboratory testing for Total Petroleum Hydrocarbon (TPH). TPH-laboratory testing allowance is included in the fee compensation for Engineer's use subject to Owner approval for such laboratory testing.

Groundwater levels in the borings will be measured and recorded during drilling, at the completion of drilling, and at 24 hours after drilling, if applicable. Borings will be plugged under the appropriate Oklahoma Water Resources Board (OWRB) regulations.

Engineer's geotechnical consultant will coordinate public utility locating services (Oklahoma One Call) prior to starting fieldwork. Please be aware that penetrating the ground surface is inherently risky. It is impossible to determine with certainty the precise location of all structures, including utilities, which may be buried in the ground. Therefore, the disruption/damage of utilities or underground structures which have not been marked will be the responsibility of the utility company.

Owner shall be responsible for securing permission for site access from landowners for the field work. Field work requires the use of a truck/track-mounted drill rig and pickup trucks/cars to traverse the site(s) to the drilling locations. Engineer's geotechnical consultant shall restore the bore holes sites to original condition after the field investigation and exercise care during drill rig travel on sites to protect existing ground conditions. However, truck tracks and normal disturbance from drill-rig travel across the sites are expected, and it is understood that this will be conveyed to the site owners as part of site access approval.

- b. **Geotechnical Laboratory Testing.** Engineer's geotechnical consultant will conduct laboratory testing. All laboratory tests will be conducted in accordance with ASTM standards. Depending on the soils encountered, the selection of number and type of test will be made on representative soil samples. The tests will include the following: Water Content; Atterberg limits; Grain Size distribution.
- c. **Geotechnical Report.** Engineer is responsible for the geotechnical report prepared under the direction of a professional engineer registered in the State of Oklahoma. The report will include boring location plan(s), boring logs, field and laboratory test results, and professional interpretations of the exploration and test data.
- d. **Limitations.** The goals of the geotechnical report are to assess the subsurface conditions and to provide relevant information for the DEQ approval of the engineering report, and to provide relevant information for site selection. During detailed design phase for the project additional geotechnical investigation will be necessary specific to actual layout of structures on the selected site to provide detailed structural foundation and pavement design information. This additional work is not included in the basic scope of services; however, this work can be scheduled by the Owner as part of the design phase tasks for the overall mechanical plant project.
- e. **Wetlands.** Wetland delineation reports for both sites previously prepared by the Engineer identified potential wetlands, and a request for wetlands jurisdictional determination is currently under review by the US Army Corps of Engineers (USACE). Based on the USACE determination certain wetland avoidance or mitigation activities will be required which the Owner will include as part of future design phase tasks for the project.
- f. **Floodplain.** Certain portion of land area within both sites are in the 100-year flood zone. A flood protection berm and flood plain permitting will be required which the Owner will include as part of future design phase tasks for the project.

Sludge Management Plan. Engineer shall prepare the sludge management plan (SMP) suitable for DEQ review and approval. The SMP shall address the removal and disposal

of existing sludge within the existing lagoon as well as for future disposal of sludge from the new mechanical plant.

- a. Removal and Disposal of Sludge from Existing Lagoon. In 2015 a sludge study report was prepared by Cowan Group Engineering for the Owner and this report provided existing sludge quantity and quality estimates. Engineer will utilize the information from this study and use engineering calculations to update the sludge quantity estimate to current level. Engineer will prepare the SMP on the proposed sludge removal and disposal methods for DEQ approval.
- b. Disposal of Sludge from New Mechanical Plant. Engineer will prepare the SMP for the proper disposal of sludge from the new mechanical plant. The new mechanical plant will include aerobic digestion and mechanical sludge dewatering. Engineer will prepare the SMP to address the disposal of dewatered sludge from the new mechanical plant to include the option of landfill disposal versus land applications for agricultural use. The SMP will summarize conceptual cost comparisons and provide pros and cons of each method to aid in Owner's selection for a disposal method for DEQ approval. For land application option, the SMP will summarize the land area requirements and characteristics, but actual agricultural land selection, land lease and procurements are not included in the basis scope of services but can be accomplished as future tasks by the Owner.
- c. SMP Report. Engineer will prepare the SMP report for Owner review and finalization, and for DEQ approval.

Engineering Report Update. Engineer will update the engineering report prepared in 2020 to incorporate the geotechnical information, the sludge management plan as well as the site selection and provide a schedule for the new mechanical plant project completion as required in the DEQ consent order. A draft copy of the report will be submitted for Owner review and comments and for the final report. Engineer will prepare the final report for DEQ approval and assist the Owner during the DEQ review and the engineering report approval process.

Item No. 2

Revise Section "III-COMPENSATION FOR SERVICES AND EXPENSES OF THE ENGINEER" as follows:

III. COMPENSATION FOR SERVICES AND EXPENSES OF THE ENGINEER

- A. Engineering Services:** For the basic services outlined above, City will pay the Engineer the following lump sum:

TASK	Compensation	
TASK A- Wasteload Allocation Study for the Arkansas River Discharge		
Task A1- Desktop Modeling	\$26,400	(No Change)
Task A2- DEQ Consent Order Addendum-Update Engineering Report	\$39,000	(Reduced)
Task A2-Hydrocarbon Soil/Water Environmental Laboratory Testing Allowance**	\$2,000	(Only if needed)
Task B- Preliminary Desktop Study for the Coal Creek Discharge		
Task B1- Desktop Model Screen and Feasibility Study	\$29,700	(No Change)
Task C- Wetlands Delineation Report for Site 1 and Site 2		
Task C- Wetlands Delineation Report for Site 1 and Site 2	\$16,000	(No Change)
Total Lump Sum	\$113,100	(Reduced by \$2,200))

** This allowance to be used only if needed for hydrocarbon testing subject to Owner approval.

Item No. 3

Revise Section "IV-SCHEDULE" as follows:

IV. SCHEDULE

Glenpool is currently in discussion with ODEQ for establishing the Consent Order Amendment A schedule. Engineer will work with City of Glenpool to establish a mutual schedule to meet this goal. The following tentative schedule is provided assuming notice to proceed is issued no later than February 10, 2023

TASK	Completion Date
Task A1- Desktop Modeling	Completed
Task A2- DEQ Consent Order Addendum-Update Engineering Report	August 1, 2023
Task B1- Desktop Model Screen and Feasibility Study	Completed
Task C- Wetlands Delineation Report for Site 1 and Site 2	Under review by USACE

Note: The above schedule excludes regulatory review time required by ODEQ, USACE and other regulatory review processes.

IN WITNESS WHEREOF, Owner and Engineer have executed this Amendment to the Agreement.

Owner: Glenpool Utility Services Authority

Engineer: S2 Engineering PLLC

By: _____
Joyce Calvert

By:

Title: Chairman

Date: _____

Srinivasan Sundaramoorthy, P.E.
(Srini Sundaramoorthy)

Title: Principal Chief Executive Manager_

Date: _____

Approved:

City Attorney

Attest:

Wendy Knight
City Clerk



October 5, 2022

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Joyce Calvert, Chairperson
Glenpool Utility Services Authority
c/o David Tillotson, City Manager
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033

Re: Consent Order 19-289, Addendum A
Glenpool Utility Services Authority Wastewater Treatment Facility
Facility No. S-20430
OPDES Permit No. OK0027138
Problem(s): Permit Violation(s); Five-Day Biochemical Oxygen Demand, Total
Suspended Solids, Total Residual Chlorine, and *E. coli* Exceeded Permit
Limits

Dear Chairperson Calvert:

Enclosed is the proposed Addendum A to Consent Order 19-289 that reflects the new agreement reached between the Glenpool Utility Services Authority (Authority) and the Oklahoma Department of Environmental Quality (DEQ). The Consent Order is being amended in order to establish a Task Schedule for modifying the approved 208 Plan and the subsequent submission of an engineering report with proposed upgrades to bring the wastewater treatment facility into compliance with the OPDES and state regulations.

Please sign and mail the original to me at: Oklahoma Department of Environmental Quality, Water Quality Division, P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677. **A copy of the file stamped signed original will be returned to you.** If this Addendum is not signed and returned to DEQ within thirty (30) days of receipt, DEQ will pursue other enforcement actions to ensure compliance.

If you have any questions or comments concerning this Addendum, please contact Elizabeth Denning, E.L., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, at (918) 293-1626 or write to Ms. Denning at the letterhead address.

Sincerely,

Shellie R. Chard, Director
Water Quality Division
Department of Environmental Quality

Enclosure

ADDENDUM A

On July 23, 2020, the Glenpool Utility Services Authority (“Respondent”) and the Oklahoma Department of Environmental Quality (“DEQ”) agreed to Consent Order 19-289 (“Order”). The Order required Respondent to submit an Engineering Report (“ER”) for eliminating Permit limit violations at Respondent’s wastewater treatment facility (“WWTF”) and that included a schedule for implementation and to complete a Supplemental Environmental Project (“SEP”) in lieu of a cash penalty payment.

On December 14, 2020, DEQ received an ER titled “Wastewater Treatment Plant” prepared by Srinivasan Sundaramoorthy, P.E., of S2 Engineering, engineering consultant for Respondent. The ER proposed the construction of a new 3 million gallon per day (“MGD”) Sequential Batch Reactor (“SBR”) WWTF and new effluent force main. On January 19, 2021, DEQ issued a Notice of Deficiencies (“NOD”) to Respondent. One of the items noted in the NOD was that the current wasteload allocation (“WLA”) for the facility is for 1.44 MGD and that Respondent must submit to DEQ a request for an amendment to the 208 Plan to obtain a WLA for the proposed design flow of 3.0 MGD.

On October 8, 2021, DEQ received a notice that Respondent completed the SEP on September 9, 2021, at a final cost of one hundred thirty-five thousand three hundred twenty-five dollars (\$135,325.00).

On January 19, 2022, DEQ issued Respondent Notice of Violation (“NOV”) No. S-20430-22-1 for total residual chlorine (“TRC”), *E. coli*, and total suspended solids (“TSS”) OPDES Permit (“Permit”) limit violations during the April 2021, June 2021, August 2021, September 2021, October 2021, and December 2021 monitoring periods as electronically reported on monthly Discharge Monitoring Reports (“eDMRs”). On April 11, 2022, DEQ received a response to the NOV from Respondent that stated the August 2021 Permit limit violations for TRC and *E. coli* were a result of a low chlorination injection rate. Once the issue was discovered, adjustments were made to the chlorination and dechlorination system to prevent further TRC and *E. coli* Permit limit violations. Additionally, the response indicated that WWTF personnel monitor the residual chlorine in the contact basin daily and make adjustments as necessary to ensure the chlorine dose is adequate to stay within Permit limits. The response further stated that the September, October, and December 2021 Permit limit violations of TSS were due to excessive rainfall amounts and inflow/infiltration (“I&I”) in the sanitary sewer collection system during wet weather events. The response also noted that Respondent is in the preliminary design phase of a new mechanical wastewater treatment facility and would be completing a WLA study to be submitted to DEQ for review.

On April 12, 2022, DEQ received the proposed WLA along with a 208 Plan change request from Respondent. The public comment period for the request was completed on June 20, 2022.

The Addendum is necessary to allow time for Respondent to obtain a new WLA for the proposed WWTF and submit a revised ER to reflect the new WLA. The time needed to obtain the 208 Plan change is beyond the control of Respondent. Therefore, DEQ will not be assessing any stipulated penalties as part of this Addendum.

This Addendum also closes and supersedes NOV No. S-20430-22-1, issued to Respondent on January 19, 2022.

Pursuant to Paragraph 24 of the Order, Respondent and DEQ mutually agree to add Paragraph 2.a and to amend Paragraphs 17, 18, 19, and 28 as follows:

2.a. The eDMRs submitted by Respondent, as required by the Permit, identify the following Permit limit exceedances since December 2019.

Monitoring Period	Parameter (Units)	Reported Results	Permit Limits
Dec. 2019	BOD ₅ conc., mo. avg. (mg/L)	36.4	30
Dec. 2019	BOD ₅ conc., wk. avg. (mg/L)	61	45
Jan. 2020	BOD ₅ conc., mo. avg. (mg/L)	30.75	30
Jan. 2020	BOD ₅ conc., wk. avg. (mg/L)	54	45
Dec. 2020	BOD ₅ conc., wk. avg. (mg/L)	48	45
Apr. 2021	TRC, inst. max. conc. (mg/L)	2.2	0.099
Jun. 2021	TRC, inst. max. conc. (mg/L)	0.5	0.099
Jun. 2021	<i>E. coli</i> da. max. (MPN/100 mL)	4000	406
Aug. 2021	TRC, inst. max. conc. (mg/L)	0.18	0.099
Aug. 2021	<i>E. coli</i> da. max. (MPN/100 mL)	4000	406
Sep. 2021	TSS, wk. avg. conc. (mg/L)	139	135
Sep. 2021	BOD ₅ conc., mo. avg. (mg/L)	49	30
Sep. 2021	BOD ₅ conc., wk. avg. (mg/L)	63	45
Oct. 2021	BOD ₅ conc., mo. avg. (mg/L)	72	30
Oct. 2021	BOD ₅ conc., wk. avg. (mg/L)	90	45
Oct. 2021	TSS, mo. avg. conc. (mg/L)	128	90
Oct. 2021	TSS, wk. avg. conc. (mg/L)	179	135
Nov. 2021	BOD ₅ conc., mo. avg. (mg/L)	99	30
Nov. 2021	BOD ₅ conc., wk. avg. (mg/L)	124	45
Nov. 2021	BOD ₅ loading, mo. avg. (lb/d)	497	360
Dec. 2021	TSS, wk. avg. conc. (mg/L)	241	135
Dec. 2021	TSS, mo. avg. conc. (mg/L)	153	90
Dec. 2021	BOD ₅ conc., mo. avg. (mg/L)	169	30
Dec. 2021	BOD ₅ conc., wk. avg. (mg/L)	241	45

Monitoring Period	Parameter (Units)	Reported Results	Permit Limits
Dec. 2021	BOD ₅ loading, mo. avg. (lb/d)	679	360
Jan. 2022	BOD ₅ conc., mo. avg. (mg/L)	35	30
Mar. 2022	BOD ₅ conc., mo. avg. (mg/L)	59	30
Mar. 2022	BOD ₅ conc., wk. avg. (mg/L)	79	45
Mar. 2022	BOD ₅ loading, mo. avg. (lb/d)	782	360
Apr. 2022	BOD ₅ conc., mo. avg. (mg/L)	80	30
Apr. 2022	BOD ₅ conc., wk. avg. (mg/L)	88	45
Apr. 2022	BOD ₅ loading, mo. avg. (lb/d)	761	360
May 2022	BOD ₅ conc., mo. avg. (mg/L)	49	30
May 2022	BOD ₅ conc., wk. avg. (mg/L)	121	45
May 2022	BOD ₅ loading, mo. avg. (lb/d)	497	360
May 2022	<i>E. coli</i> da. max. (MPN/100 mL)	>20000	406
May 2022	<i>E. coli</i> mo. avg. (MPN/100 mL)	>37.5	126
June 2022	BOD ₅ loading, mo. avg. (lb/d)	388	360
June 2022	<i>E. coli</i> da. max. (MPN/100 mL)	3700	406

17. Based on the above paragraphs, Respondent and DEQ agree, and it is ordered by the Executive Director as follows:

Task	Date Due
A. Obtain approval for new or amended 208 Plan and resulting waste load allocation (“WLA”)	February 1, 2023
B. Submit an approvable engineering report (“ER”) to DEQ for eliminating Permit limit violations at the WWTF including a schedule for its implementation. If outside funding will be required to implement the report’s recommendations, the report shall also comply with the guidelines approved by the Funding Agency Coordinating Team (“FACT”), which can be obtained on the internet at: https://www.owrb.ok.gov/financing/pdf_fin/fact/engrrpt_swr.pdf	August 1, 2023 October 

18. The Oklahoma Pollutant Discharge Elimination System Act, 27A O.S. §§ 2-6-201 through 2-6-206, authorizes DEQ to seek penalties of up to ten thousand dollars (\$10,000) per day of violation, for each day during which a violation of the Act, Permit, associated rules, or order continues. Based on the facts and circumstances of this case, DEQ assessed a total penalty of forty-six thousand five hundred dollars (\$46,500.00).

- a. The Parties agreed that, in lieu of paying the cash penalty, Respondent would complete the SEP, totaling at least ninety-three thousand eight hundred forty dollars (\$93,840.00), described in Paragraph 9 of this Order. Respondent completed the SEP totaling one hundred thirty-five thousand three hundred twenty-five dollars (\$135,325.00) on September 9, 2021.

All penalty payments shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or ODEQ), showing the Case Number of this Consent Order, and delivered to:

Accounts Receivable
Financial & Human Resources Management
Oklahoma Department of Environmental Quality
P.O. Box 2036
Oklahoma City, OK 73101-2036

19. Respondent agrees that if Respondent fails to complete any of the task(s) by the specified due dates set forth in Paragraph 17 of this Consent Order, DEQ may assess stipulated penalties as follows:

TASK	PENALTY PER DAY
A.	\$140.00
B.	\$140.00

Stipulated penalties begin to accrue on the day performance is due, with the total amount of stipulated penalties not to exceed seventy-five thousand dollars (\$75,000.00). If DEQ notifies Respondent that Respondent is not in compliance with the Consent Order and Addendum A and that an additional penalty is being assessed, Respondent may request a hearing to contest the finding of noncompliance.

Consent Order 19-289 – Addendum A
Glenpool Utility Services Authority WWTF
Facility No. S-20430
Page 5 of 5

28. Unless otherwise specified, any report, notice, or other communication required under this Consent Order must be in writing and must be sent to:

For DEQ:

Elizabeth Denning, E.I., District Representative
Municipal Wastewater Enforcement Section
Water Quality Division
Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101

For Respondent:

David Tillotson, City Manager
Glenpool Utility Services Authority
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033

This Addendum will be attached to the Order. All other terms of the previously issued Order are binding as written.

This Addendum becomes effective on the date of the later of the two signatures below.

**FOR GLENPOOL UTILITY
SERVICES AUTHORITY:**


JOYCE CALVERT
CHAIRPERSON

2/6/2023
DATE

**FOR OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY:**

SCOTT A. THOMPSON
EXECUTIVE DIRECTOR

DATE

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. FRIDDY
BRYAN K. DRUMMOND
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C.H. ROSENSTEIN (1893-1990)
HENRY L. FIST (1893-1976)
DAVID L. FIST (1981-2008)
A.F. RINGOLD (1981-2021)

OF COUNSEL
ADAM S. BREIPOHL
EMILY C. KRUKOWSKI
ALISON A. VERRET
ERIC D. JANZEN

February 10, 2023

Glenpool Utility Services Authority
Attn: Board of Trustees
12205 S. Yukon Ave., 3rd Floor
Glenpool, Oklahoma 74033

Re: Engagement Letter for Legal Services

Dear Board of Trustees:

It is the policy of Rosenstein, Fist & Ringold to enter into an "engagement letter" with all clients. The purpose of this letter is to outline the nature of the representation and ensure that we have adequately explained our policies and procedures to you. This letter is intended to establish the terms and conditions of this firm's representation of the Glenpool Utility Services Authority ("GUSA"). We thank you for permitting us to serve GUSA.

GUSA agrees to retain this firm on the basis of hourly charges for our time. Our charges will be based on hourly rates established by this firm. A schedule of the firm's current billing rates for government entity clients is attached. The rates are discounted from the firm's standard hourly rates charged to non-government entity clients. This schedule is subject to change from time to time when the firm implements a general change of rates, or to reflect additional experience or expertise gained by the firm's professional staff, or when newly-hired professional staff are added. The firm will provide an updated schedule of rates upon request at any time.

On or about the 15th day of each month, the firm will provide GUSA with a monthly statement for legal services rendered, which will set out what services were provided and how much time was spent in performing them. In addition, the monthly statement will include an itemization of cash advanced on behalf of GUSA. This will include funds expended on the GUSA's behalf for photocopies, postage, electronic legal research, travel expenses and the like. Invoices are due upon receipt.

If there is ever any question concerning an invoice, please bring the matter to my attention right away, and I assure you it will be resolved to your reasonable satisfaction. I will personally make every effort to see that you are provided prompt, efficient and quality service. If at any time you try to reach me and are told that I am on the telephone or otherwise unavailable, please do not hesitate to leave a voicemail message for me or ask to speak with my assistant, Leslie LeMaster, who can get a message to me very quickly. I will always return your call as soon as possible.

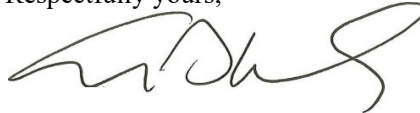
This agreement shall be deemed ratified and renewed on July 1 of each year unless one of the parties advises the other in writing on or before June 30 that it wishes to withhold ratification and/or to terminate the agreement. This agreement may be terminated at any time without cause by either party upon written notice to the other. The right to terminate is subject to the firm's ability to withdraw from the representation with court permission, where applicable. At the time of termination, GUSA shall pay any unpaid balance due to this firm for fees and expenses.

I trust that the above will be to your satisfaction. If this is the case, I would ask that a person with the requisite authority execute a copy of this agreement on behalf of GUSA and return it to me.

If you have any questions regarding the above or wish to discuss the terms, please do not hesitate to contact me.

Thank you for trusting us with your legal needs. We look forward to working with you.

Respectfully yours,



Eric D. Wade
ROSENSTEIN, FIST & RINGOLD
ericw@rfrlaw.com

The governing board of Glenpool Utility Services Authority ("GUSA"), having considered and approved the terms of this engagement letter, hereby authorizes the Chairperson and Secretary to execute this engagement letter on behalf of GUSA.

Approved this ____ day of February, 2023.

Joyce G. Calvert, Chair

ATTEST:

Wendy Knight, Secretary



ROSENSTEIN FIST & RINGOLD

**Governmental
2022 Billing Rates
Effective July 1, 2022**

Years of Practice as Attorney:

30+ Years	\$300
25-29 Years	\$270
20-24 Years	\$260
15-19 Years	\$250
10-14 Years	\$210
6-9 Years	\$180
3-5 Years	\$165
0-2 Years	\$155
Law Clerks	\$100
Paralegals	\$115

Billing rates may increase on July 1 of each subsequent year to adjust for inflation as determined by the previous year's Social Security Cost of Living Adjustment. Any increases will be made in \$5.00 per hour increments rounded to the nearest \$5.00.



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

Telephone - Long Distance	Free (no charge)
Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	\$1.00 per page for local calls and \$2.00 per page for long distance calls (all other long distance charges are waived)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost up to \$500; expenditures over \$500 are sent directly to client for payment
Computer Assisted Research (Westlaw)	At actual cost