

**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 June 15, 2020, 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 – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Scheduled Business	
1) Discussion and possible action to adopt Joint Resolution No. 2020007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Dated As Of September 1, 2019. (John Gonsalves, Finance Director) Staff Memo re Renewal of 2019 Security Agreement 060120 2020 RESOLUTION for Renewal of 2019 Security Agreement	2 - 4
2) Discussion and possible action to approve acceptance of an Amended Consent Order issued by the Oklahoma Department of Environmental Quality. (Lynn Burrow, Community Development Director) Acceptance of ODEQ Amended Consent Order	5 - 36
3) Discussion and possible action to approve two (2) quotes from Evans Enterprises in an amount not to exceed \$11,940.00 to be funded from the FY19/20 budget account no. 02-6-16-6272; Equipment Repair. (Lynn Burrow, Community Development Director) GUSA Presentation 06 15 20 Pump Repair	37 - 39

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 11, 2020, by 5:00 pm.

Signed: Wendy Knight

Secretary



To: HONORABLE MAYOR AND CITY COUNCIL
CHAIRMAN AND TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY

From: John Gonsalves, Finance Director

Date: June 15, 2020

Subject: First Annual Renewal of Revenue Bond Security Agreement, Securing the Payment of \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Issued as of September 1, 2019

Background:

Based on Oklahoma law regarding the encumbrance of annual revenues, the City and GUSA have renewed certain Security Agreements whereby the City secured to bondholders payment of the debt service on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively. Each year the City and GUSA have agreed to deposit in the general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds ("Prior Bonds") were issued.

As of September 1, 2019, GUSA issued its \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019 ("2019 Refunding Bonds") for the purpose of paying entirely the outstanding principal amount due on the Prior Bonds at that time.

For this reason, renewal of the annual Security Agreement with respect to the Prior Bonds will no longer be necessary. The City and GUSA will now be required to reaffirm annually the obligation of an essentially identical Security Agreement that collateralizes sales tax collected by the City for payment of debt service on the 2019 Refunding Bonds.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City adopt the attached resolution renewing for FY 2020-2021 the Security Agreement applicable to the 2019 Refunding Bonds.

Attachment:

- Proposed Joint Resolution No. 2020007

**JOINT RESOLUTION NO. 2020007 OF THE CITY OF GLENPOOL
AND THE GLENPOOL UTILITY SERVICES AUTHORITY**

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF THE GLENPOOL UTILITY SERVICES AUTHORITY UTILITY SYSTEM REVENUE BONDS, TAXABLE REFUNDING SERIES 2019, DATED AS OF SEPTEMBER 1, 2019

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, dated as of September 1, 2019, (the "Refunding Bonds") in order to fund a Project that consisted of paying the outstanding principal amount due at that time on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by the Authority as of December 1, 2010, and January 1, 2011, respectively (the "Prior Bonds").

WHEREAS, in order to better secure the payment of the Refunding Bonds, the City and the Authority entered into a certain Security Agreement whereby City tax revenues were pledged to debt service on the Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and the Board of Trustees for The Glenpool Utility Services Authority, **THAT**:

§ 1. The City Council and the Board of Trustees for The Glenpool Utility Services Authority shall and hereby do exercise the option provided by Section 4 of the Security Agreement to renew such Security Agreement for the fiscal year period commencing July 1, 2020 and concluding June 30, 2021.

§ 2. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Security Agreement, and to Bond Counsel, not later than July 31, 2020.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 15th day of June 2020.

FORTHECITYOFGLENPOOL

**FORTHEGLENPOOLUTILITYSERVICES
AUTHORITY**

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chair, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Wendy Knight, City Clerk and Clerk for the
Trust Authority

Lowell Peterson, City Attorney and
Trust Authority Counsel



MEMORANDUM

**TO: TIM FOX - BOARD CHAIRMAN
GLENPOOL UTILITY SERVICES AUTHORITY**

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

**RE: ACCEPTANCE OF AN AMENDED ODEQ CONSENT ORDER
GLENPOOL WASTEWATER TREATMENT FACILITY**

DATE: JUNE 15, 2020

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance of an Amended Consent Order issued by the Oklahoma Department of Environmental Quality (ODEQ) on May 26th. The amended order is in response to the proposed Supplemental Environmental Project (SEP) that was developed and issued to ODEQ as an official response to the initial Order sent to GUSA in February. As the Board may recall, the original Consent Order was issued due to multiple violations involving the Glenpool Wastewater Treatment Facility. The cited violations were related to the permitted effluent quality limits placed on the treatment plant under the current Discharge Permit. As noted, the original Consent Order assessed a \$46,500 monetary fine to the City and mandated GUSA to develop an official Engineering Report as part of GUSA's official response to the violations. The specified Engineering Report is being required to research and develop a course of action to be taken to address the past violations and to take necessary corrective action. As a result, Tetra Tech, Inc. was retained for the various Professional Engineering Services necessary to negotiate a possible reduction to the initial fine assessed by ODEQ and to develop the required Engineering Report. As was approved at the June 1st GUSA Board meeting, the Tetra Tech Professional Services Agreement covers the development of a short-term response to ODEQ by addressing the current deviances and developing a long-term plan for improvements to the existing treatment facility and to also develop a Master Plan for the future sewerage treatment needs as the City grows in the future.

ODEQ policy typically allows for a partial offset at the rate of \$1.00 of monetary fine for each \$2.00 in cost of the design and construction of one or more Supplemental Environmental Projects. During the initial response to ODEQ, the City developed a scope of work for a SUP designed to address certain existing drainage issues being experienced in Kendalwood North Park as well as several similar deficiencies in Morris Park.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

The attached response to ODEQ developed by Tetra Tech specifies and describes the two drainage improvement projects intended to address these drainage issues.

Note that the suggested SEP projects consist of a written description of the existing drainage issues supported by several conceptual site plans detailing the proposed improvements - including related cost estimates. As noted in Paragraph 9 on page 3 of the Amended Consent Order, ODEQ has accepted the two drainage improvement projects listing a total estimated cost of \$93,840.00 as an acceptable alternative to the \$46,000 monetary fine assessed the City in the original Consent Order. The Amended Consent Order also specifies a completion date for the two SEP's as October 1, 2021 and retains the original due date of December 1, 2020 for the required Engineering Report.

Staff Recommendation:

Staff has reviewed the Amended Consent Order and recommends GUSA Board approval of the content and terms of this amended order..

Attachments:

- A. Proposed Supplemental Environmental Projects
- B. Amended ODEQ Consent Order
- C. Agreement for Engineering Services - Tetra Tech, Inc.



PROPOSED SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEPs)

Glenpool Wastewater Treatment Plant | OPDES Permit No. OK0027138
Consent Order 19-289

The following two SEPs are proposed for Oklahoma Department of Environmental Quality (DEQ) consideration and incorporation into the Consent Order (CO) 19-289. The SEPs are proposed in lieu of and to replace the penalty provisions as specified in the Consent Order.

Two SEPs projects are summarized below.

1. Proposed SEP- Kendalwood North Park Site Drainage Improvements

The Glenpool Master Plan proposes to add basketball courts, pavilions, children's playground, a dog park, parking and sidewalks at the city owned Kendalwood North Park. However, portions of the Kendalwood North Park experiences standing water at times due to poor site drainage and grades. In order to accommodate the planned improvements at the park, the existing drainage system in the area requires modifications in order to minimize the standing water and improve overall stormwater conveyance within the park. See Figure 1.

The proposed SEP will include regrading and relocation of the existing drainage channel, installation of approximately 650-feet of storm sewer pipes, stormwater inlet structures, erosion control measures and other miscellaneous improvements. This project will improve the overall drainage in the area, minimize standing water, improve the health and safety of the public and provide an overall environmental benefit to the park and its immediate surroundings for current and proposed usage.

The estimated construction cost for these improvements is \$93,840.00 as summarized in Table 1.

Schedule. This project will require formal City Council approval as well as additional time for engineering design, bidding and construction activities. Glenpool plans to complete this project by March 31, 2021. However, given the great financial uncertainties on sales tax revenue and fiscal impacts from COVID19, we request DEQ to allow until June 30th, 2021 for completion for this project.

2. Proposed SEP- Morris Park Drainage Improvements

The City owns and operates Morris Park which includes five baseball fields, a concession and restroom facility, and parking areas and trails. The park experiences storm water ponding at

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times between the two North Baseball Fields #1 and #2 as well as the two South Baseball Fields #3 and #4 due to poor drainage and existing grades. See Figure 2.

The proposed SEP will regrade the area in between the fields in order to minimize ponding and promote positive drainage of stormwater runoff. This project will also include the installation of new Bermuda sod for vegetation and erosion control. Although smaller in scale to that of Kendalwood North Park, this SEP will provide critical improvements to the park and reduce the risk of inadvertent flood damage to adjacent landowners. This project will improve the overall drainage in the area, minimize ponding of water, improve the health and safety of the public and provide an overall environmental benefit to the park and its immediate surroundings

See Exhibit 1 for the quotation provided by a local contractor. The estimated construction cost, for these improvements is \$7,500.00.

Schedule. This project will not require formal City Council approval. Glenpool is committed to completing the project within 60 to 90 days after the effective date of the amended Consent Order.

The City of Glenpool respectfully requests that DEQ consider offsetting the penalty provisions of Consent Order 19-289 with the provided SEPs for both Kendalwood North Park and Morris Park Drainage Improvements. We submit the SEPs as we discussed in our previous conference call with DEQ and subsequent discussion with Tetra Tech.

If you have any questions or need additional information, please contact this office or contact our Engineer, Joshua Paz of Tetra Tech at (918) 249-3909.

Submitted by:



City of Glenpool
David Tillotson
City Manager

Cc: Lynn Burrow, P.E., Community Development Director/ City Engineer
Rob Werley, Public Works Director, City of Glenpool
Joshua Paz, P.E., Tetra Tech
Srini Sundaramoorthy, P.E. S2E
Elizabeth Denning, DEQ

Encl.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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Figure 1 – Plan View of Kendalwood North Park



0 10 20 40 60 80 Feet
1 inch = 25 feet



Table 1 – Kendalwood North Park Drainage Improvements - Cost Estimate

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
Site Grubbing & Grading:		
1. Area Grading:	2,000 CY @ \$8.00/CY:	\$16,000
2. Drainage Channel Excavation:	1,000 CY @ \$8.00/CY:	\$8,000
3. Removal of Existing Playground Equipment:	Lump Sum:	<u>\$2,500</u>
4. Installation of Playground Equipment:	Lump Sum:	<u>\$2,500</u>
	Sub-Total:	\$29,000
Storm Sewer Piping:		
1. 15" ID HDPE:	100 L.F. @ \$30.00/L.F.	\$3,000
2. 18" ID HDPE:	290 L.F. @ \$36.00/L.F.	\$10,440
3. 21" ID HDPE:	260 L.F. @ \$40.00/L.F.	<u>\$10,400</u>
	Sub-Total:	\$23,840
Storm Sewer Structures:		
1. Existing Curb Inlet Modification:	Lump Sum:	\$2,500
2. ODOT Grated Median Drain Inlets: 6 Ea. @ \$2,000/Ea.		<u>\$12,000</u>
	Sub-Total:	\$14,500
Erosion Control Measures:		
1. Fine Area Grading:	9,000 SY @ \$1.00/SY:	\$9,000
2. Hydro-Mulch Area Grass Seeding:	70,000 SF @ \$0.15/SF:	\$10,500
3. Drainage Channel Solid Sod Placement:	15,000 SF @ \$0.30/SF:	<u>\$4,500</u>
	Sub-Total:	\$24,000
Miscellaneous:		
1. Asphalt Walking Trail Repair	Lump Sum:	\$2,500
Total Estimated Construction Cost:		\$93,840

Figure 2 – Plan View of Morris Park

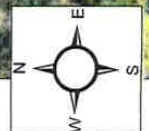


Exhibit I- Quotation from Contractor – Morris Park

A.C.E. YardCo, LLC
PO Box 907
Glenpool, OK 74033
918-430-5673
aceyardco@yahoo.com



Estimate

ADDRESS

City of Glenpool
12205 S. Yukon Ave.
Attn: Lynn Burrow
Glenpool, OK 74033

ESTIMATE # 1004

DATE 03/23/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Grade Existing Elevation To Prevent Ponding Between The Two South Baseball Fields At Morris Park	1	2,000.00	2,000.00
	Delivery/Installation Of Astro Bermuda On Finished Grade To Prevent Erosion (Approx. 5000 Sq. Ft)	5,000	0.35	1,750.00
TOTAL				\$3,750.00

Accepted By

Accepted Date

A.C.E. YardCo, LLC
PO Box 907
Glenpool, OK 74033
918-430-5673
aceyardco@yahoo.com



Estimate

ADDRESS

City of Glenpool
12205 S. Yukon Ave.
Attn: Lynn Burrow
Glenpool, OK 74033

ESTIMATE # 1003

DATE 03/23/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Grade Existing Elevation To Prevent Ponding Between The Two North Baseball Fields At Morris Park	1	2,000.00	2,000.00
	Delivery/Installation Of Astro Bermuda On Finished Grade To Prevent Erosion (Approx. 5000 Sq. Ft)	5,000	0.35	1,750.00
	TOTAL			\$3,750.00

Accepted By

Accepted Date



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

May 26, 2020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Timothy Fox, Chairman
c/o David Tillotson, City Manager
Glenpool Utility Services Authority
P.O. Box 70
Glenpool, Oklahoma 74033-0070

Re: **Consent Order 19-289 (Reoffer)**
Glenpool Utility Services Authority Wastewater Treatment Facility
Facility No. S-20430
OPDES Permit No. OK0027138
Problem(s): Permit Violation(s); 5-day Biochemical Oxygen Demand Exceeded Permit Limits

Dear Mr. Fox:

The enclosed Consent Order 19-289 requires the Glenpool Utility Services Authority ("Authority") to perform certain tasks to eliminate OPDES Permit violations from its wastewater treatment facility ("WWTF"). The Consent Order establishes Tasks and a schedule to bring the WWTF into compliance with Oklahoma statutes and regulations. This Consent Order also requires the Authority to complete a Supplemental Environmental Project (SEP) to offset an administrative penalty as outlined in Paragraph 18 of this Consent Order.

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

If you have any questions concerning this Consent Order, please contact Elizabeth Denning, E.I., 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
Oklahoma Department of Environmental Quality

Enclosure: As stated

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink



**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION**

**IN THE MATTER OF:
GLENPOOL UTILITY SERVICES
AUTHORITY,**

RESPONDENT,

CASE NO. 19-289

**FACILITY NO. S-20430
PERMIT NO. OK0027138
PROBLEM(S): Permit Violation(s); 5-day
Biochemical Oxygen Demand
Exceeded Permit Limits**

CONSENT ORDER

The parties to this case, the Oklahoma Department of Environmental Quality ("DEQ") and Glenpool Utility Services Authority ("Respondent") agree to this Consent Order in order to resolve certain environmental compliance issues.

This Consent Order supersedes and closes Notice of Violation No. S-20430-16-1.

FINDINGS OF FACT

1. Respondent owns and operates a publicly owned treatment works ("POTW"), which serves the residents of the City of Glenpool in Tulsa County, Oklahoma. The POTW consists of wastewater collection lines, appurtenances, and an aerated discharging lagoon wastewater treatment facility ("WWTF") located in the SW ¼, NW ¼, Section 11, Township 17 North, Range 12 East of the Indian Meridian, Tulsa County, Oklahoma. The WWTF discharges treated effluent to the Arkansas River pursuant to Oklahoma Pollution Discharge Elimination System (OPDES) Permit No. OK0027138 ("Permit") that DEQ issued to Respondent, and which became effective February 1, 2017.

2. Respondent is required to submit Discharge Monitoring Reports ("DMRs") monthly. Since December 2015, Respondent has reported the following Permit limit violations in its DMRs:

Month	Parameter (Units)	Reported Results	Permit Limits
Dec. 2015	BOD ₅ conc, mo avg (mg/L)	42.4	30
Dec. 2015	BOD ₅ conc, wk avg (mg/L)	50	45

Month	Parameter (Units)	Reported Results	Permit Limits
Dec. 2015	BOD ₅ loading, mo avg (lb/d)	559.83	360
Jan. 2016	BOD ₅ conc, wk avg (mg/L)	53	45
Feb. 2016	BOD ₅ conc, mo avg (mg/L)	36.75	30
Feb. 2016	BOD ₅ conc, wk avg (mg/L)	55	45
Apr. 2016	BOD ₅ conc, wk avg (mg/L)	68	45
Aug. 2016	BOD ₅ conc, mo avg (mg/L)	49	30
Aug. 2016	BOD ₅ conc, wk avg (mg/L)	52	45
Apr. 2017	BOD ₅ conc, mo avg (mg/L)	33.75	30
Apr. 2017	BOD ₅ conc, wk avg (mg/L)	72	45
Dec. 2017	BOD ₅ conc, mo avg (mg/L)	56.25	30
Dec. 2017	BOD ₅ conc, wk avg (mg/L)	82	45
Feb. 2018	BOD ₅ conc, mo avg (mg/L)	70.25	30
Feb. 2018	BOD ₅ conc, wk avg (mg/L)	85	45
Feb. 2018	BOD ₅ loading, mo avg (lb/d)	498.55	360
Mar. 2018	BOD ₅ conc, mo avg (mg/L)	48.75	30
Mar. 2018	BOD ₅ conc, wk avg (mg/L)	78	45
Feb. 2019	BOD ₅ conc, mo avg (mg/L)	48.25	30
Feb. 2019	BOD ₅ conc, wk avg (mg/L)	77	45
Mar. 2019	BOD ₅ conc, mo avg (mg/L)	64.5	30
Mar. 2019	BOD ₅ conc, wk avg (mg/L)	89	45
Mar. 2019	BOD ₅ loading, mo avg (lb/d)	484.79	360
Apr. 2019	BOD ₅ conc, mo avg (mg/L)	33.8	30
Apr. 2019	BOD ₅ conc, wk avg (mg/L)	111	45
Nov. 2019	BOD ₅ conc, mo avg (mg/L)	31.95	30
Nov. 2019	BOD ₅ conc, wk avg (mg/L)	62	45

3. On October 18, 2016, DEQ issued Respondent Notice of Violation (“NOV”) No. S-20430-16-1 for 5-day biochemical oxygen demand (“BOD₅”) Permit limit violations during the December 2015, January 2016, February 2016, April 2016, and August 2016 monitoring periods as reported on monthly Discharge Monitoring Reports (“DMRs”). On October 31, 2016, DEQ received a response to the NOV from Respondent that stated that the violations had occurred as a result of excessive rainfall and equipment failures at the WWTF that had since been corrected.

4. On February 24, 2017, DEQ issued Respondent a letter that stated that the efficacy of Respondent’s corrective actions would be monitored through submittal of the September 2017 DMR. As noted in Paragraph 2 above, Respondent has continued to report Permit limit violations.

5. On January 30, 2018, DEQ issued a letter to Respondent requesting a schedule for performing corrective actions to bring the WWTF into compliance with the Permit. On April 13, 2018, DEQ received a response to the schedule request from Respondent. The response stated that

Respondent believed the violations occurred due to nitrification of samples during the testing process, and proposed that Respondent be allowed to modify its Permit to test for carbonaceous 5-day biochemical oxygen demand ("CBOD₅") to prevent sample nitrification, following a twelve month study comparing the results of BOD₅ and CBOD₅ analyses on WWTF effluent samples.

6. On August 2, 2019, Toby Harden, E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, spoke with Wes Richter, Public Works Director for Respondent. During this conversation, Mr. Richter stated that CBOD₅ and ammonia samples had been collected and analyzed for approximately one year in conjunction with the Permit-required BOD₅ samples. Preliminary results from Respondent indicate high effluent ammonia concentrations, which may prohibit Respondent from pursuing the Permit modification.

7. On December 16, 2019, Rob Werley, Public Works Director for Respondent, contacted Mr. Harden by email. In the email, Mr. Werley stated that Respondent had begun a recirculation study, and that Respondent had also begun bio-augmentation of the WWTP influent to assist in treatment during winter months.

8. On February 10, 2020, DEQ offered Respondent Consent Order 19-289 ("Order") that established a schedule for Respondent to submit an approvable engineering report for eliminating the Permit violations outlined above and assessed a penalty. On April 1, 2020, representatives for Respondent and DEQ held a settlement conference call to discuss the assessed penalty and the violations cited in the Order. Respondent was represented by David Tillotson, City Manager; Robert Werley, Public Works Director; Lynn Burrow, P.E., City Engineer/Community Development Director; Lowell Peterson, City Attorney; Josh Paz, P.E., Tetra Tech; and Srin Sundaramoorthy, P.E., S2E. Representing DEQ on the call was Travis Couch, Staff Attorney; Karen Steele, P.E., Engineering Manager, Wastewater Group, Water Quality Division ("WQD"); and Elizabeth Denning, E.I., District Representative, Municipal Wastewater Enforcement Section, WQD. During the conference call, Respondent provided the history and corrective actions that had been taken so far. DEQ agreed to revise the task schedule in Paragraph 17 to extend the due date for Task A. Additionally, DEQ agreed to consider the completion of a Supplemental Environmental Project ("SEP") to off-set a corresponding portion of the assessed penalty if Respondent submitted an approvable SEP.

9. On April 23, 2020, Ms. Denning received an e-mail from Mr. Paz on behalf of Respondent proposing a SEP consisting of site drainage improvements to minimize standing water and improve overall stormwater conveyance within Kendalwood North Park and Morris Park. The

improvements are estimated to cost ninety-three thousand eight hundred forty dollars (\$93,840.00). Respondent anticipates completing the improvements by July 1, 2021. DEQ has accepted this SEP proposal, and has incorporated it into Paragraph 18, subparagraph (a).

10. Failure to comply with the State statutes and/or rules cited above may result in harm to the environment or health and well-being of the affected public. Discharge permits are designed to protect the water quality of the State, as well as public health and the environment. By exceeding permit limits, Respondent cannot guarantee compliance with Oklahoma's Water Quality Standards. Those parameters and limitations established in Respondent's OPDES Permit were set to ensure that the public and environment are protected from exposure to certain pollutants. Improperly or partially treated sewage can result in oxygen depletion and subsequent injury and/or death of aquatic organisms. Improperly or partially treated sewage can contain pathogens, or disease causing organisms, such as bacteria, viruses, and protozoa. Some of the common diseases that can be transmitted by sewage include bacterial diseases (*E. coli* poisoning, salmonellosis, shigellosis, typhoid, and bacterial dysentery); viral diseases (polio and hepatitis); and protozoal diseases (amoebic dysentery, cryptosporidiosis, and giardiasis).

11. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by agreement.

12. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

13. DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of DEQ under 27A O.S. § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206, and 27A O.S. §§ 2-6-401 through 2-6-403.

14. Respondent and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

15. By failing to comply with OPDES Permit limits, Respondent violated **OAC 252:606-3-6**, which states, "Applicants must comply with the terms of the permits that are issued. Permits may contain provisions more stringent than these rules in order to meet Oklahoma Water Quality Standards (OAC 785:45), the Implementation of Oklahoma's Water Quality Standards (OAC 785:46), DEQ Water Quality Standards Implementation Plan (OAC 252:690), and the Water Quality Management Plan."

16. By exceeding Permit limits, Respondent violated **OPDES Permit OK0027138**,

Part I(A), which specifies specific concentrations and loadings of pollutants permissible in effluent from Respondent's WWTP.

ORDER

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

Task	Due Date
A. 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	December 1, 2020

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 (\$10,000.00) 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 assesses a total penalty of forty-six thousand five hundred dollars (\$46,500.00).

- a. The Parties agree that, in lieu of paying the cash penalty, Respondent will complete the SEP described in Paragraph 9 of this Order. Respondent agrees to complete the construction on the improvements outlined in Paragraph 9 by October 1, 2021. If Respondent fails to complete the SEP by the specified time, forty-six thousand five hundred dollars (\$46,500.00) will become immediately due and payable to DEQ.

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
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 in this Consent Order, DEQ may assess stipulated penalties as follows:

<u>TASK</u>	<u>PENALTY PER DAY</u>
A.	\$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 this Consent Order and that stipulated penalties are being assessed, Respondent may request a hearing to contest the finding of noncompliance.

20. If Respondent fails to pay any penalty, DEQ may bring a separate action for collection of the penalty in District Court. An action by DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Consent Order.

GENERAL PROVISIONS

21. DEQ has received delegation from the United States Environmental Protection Agency to implement and enforce the Federal NPDES program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The federal program calls for a significant increase in monetary penalties should this Consent Order be violated or future violations occur.

22. As used in this Consent Order, an "approvable" submission to DEQ is to be considered a final submission. That is, all preliminary discussions between DEQ and Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due so that the submission will be approvable as submitted. If the submission is not submitted in an approvable form by its due date, the submission will be considered late and Respondent will be subject to the stipulated penalties described in this Consent Order.

23. Respondent agrees to perform the requirements of this Consent Order within the time frames specified unless performance is prevented or delayed by events which are a "force majeure." For purposes of this Consent Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors, or laboratories that delays or prevents the performance of any obligation under this Consent Order. Examples are vandalism, fire, flood, labor disputes or strikes, weather conditions which prevent or seriously impair construction activities, civil disorder or unrest, and "acts of God." Force majeure events do *not* include increased costs of performance of the tasks agreed to in this Consent Order or changed economic circumstances. Respondent must notify DEQ in writing within fifteen (15) days after Respondent knows or should have known of a force majeure event that is expected to cause a delay in achieving compliance with any requirement of this Consent Order. Failure to submit

notification within fifteen (15) days waives the right to claim a force majeure.

24. Respondent and DEQ may amend this Consent Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ. Any amendment to this Consent Order may require the payment of an administrative penalty.

25. Upon their approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this Consent Order are incorporated into it and enforceable under it. Failure to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this Consent Order.

26. No informal advice, guidance, suggestions, or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by DEQ, when required by this Consent Order.

27. Respondent agrees to allow agents of DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, reviewing records, and other authorized activities to assess compliance with Oklahoma statutes and rules and this Consent Order. If Respondent is required to sample or test, Respondent agrees to give DEQ reasonable notice of the sampling or testing date and time, and allow DEQ to observe and/or split-sample.

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 73101-1677

For Respondent:

Timothy Fox, Chairman
Glenpool Utility Services Authority
P.O. Box 70
Glenpool, Oklahoma 74033-0070

29. This Consent Order is enforceable as a final order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this Consent Order and for the purpose of resolving disputes.

30. Nothing in this Consent Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Consent Order.

31. Nothing in this Consent Order excuses Respondent from its obligation to comply with all applicable federal, state and local statutes, rules, and ordinances. Respondent and DEQ agree that the provisions of this Consent Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

32. The provisions of this Consent Order apply to and bind Respondent and DEQ and their officers, officials, directors, employees, agents, successors, and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Consent Order.

33. Compliance with the terms and conditions of this Consent Order fully satisfies Respondent's liability to DEQ for all items of noncompliance in this Consent Order. If Respondent satisfies the requirements of this Consent Order, DEQ will not pursue any other remedy, sanction, or relief that might otherwise be available to address the issues of noncompliance in this Consent Order. Nothing in this Consent Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

34. This Consent Order is for the purpose of settlement. Neither the fact that Respondent and DEQ have agreed to this Consent Order, nor the Findings of Fact and Conclusions of Law in it, shall be used for any purpose in any proceeding except the enforcement by Respondent and DEQ of this Consent Order and, if applicable, a future determination by DEQ of eligibility for licensing or permitting. As to others who are not parties to this Consent Order, nothing contained in this Consent Order is an admission by Respondent of the Findings of Fact or Conclusions of Law, and this Consent Order is not an admission by Respondent of liability for conditions at or near the facility and is not a waiver of any right, cause of action, or defense Respondent otherwise has.

35. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing, and enforcing this Consent Order will be Oklahoma County, Oklahoma.

36. The requirements of this Consent Order will be considered satisfied and this Consent Order terminated when Respondent receives written notice from DEQ that Respondent has demonstrated that all the terms of the Consent Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

37. The individuals signing this Consent Order certify that they are authorized to sign it and to legally bind the parties they represent.

38. This Consent Order becomes effective on the date of the later of the two signatures below.

**FOR GLENPOOL UTILITY SERVICES
AUTHORITY:**

**FOR OKLAHOMA DEPARTMENT
OF ENVIRONMENTAL QUALITY:**

**TIMOTHY FOX
CHAIRMAN**

**SCOTT A. THOMPSON
EXECUTIVE DIRECTOR**

DATE

DATE

**ATTACHMENT A1
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
WASTEWATER MASTER PLAN STUDY UPDATE AND ENGINEERING REPORT
FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS**

SCOPE OF SERVICES

The following scope of services shall be made a part of the Agreement dated the 3RD day of JUNE 2020.

I. BACKGROUND

The City of Glenpool (Owner) operates and maintains its wastewater treatment plant (WWTP) under DEQ OPDES Permit No. OK0027138. Recently, DEQ issued a Consent Order (CO) No. 19-289 that requires City to perform certain tasks to eliminate OPDES permit violations from its WWTP. City requested Tetra Tech to assist in the consent order negotiations and to provide professional engineering services to comply with the requirements of the CO. These services are part of the original contract under Task 1 – Consent Order Coordination dated the 6th of April, 2020.

More recently, the amended CO requires the City to submit an approvable engineering report to DEQ by December 1, 2020 or 6 months from the effective date of the amended CO for eliminating the permit limit violations at the WWTP. The City requested Tetra Tech to provide further assistance by developing the engineering report (ER) while also updating the 2010 master plan with more recent information which will be used for finalizing the ER. The scope of the project for Amendment 1 services is described below.

II. SCOPE OF THE PROJECT

The scope of work for Amendment 1 is proposed to meet the objectives as specified in the consent order and at the request of the Owner. The proposed scope will include 2 separate tasks (Task 1 – Consent Order Coordination, is included under original contract).

- A. Task 2 – Update the 2010 Master Plan** includes updating and revising the previously developed master plan report for the new planning period (2021 –

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2041) which will provide updates to needed plant and collection system improvements which will be necessary for the City's planning and budget purposes and coordination with ODEQ. The task consists of re-establishing the planning service area, gathering updated information on the existing wastewater system, identifying and revising collection and treatment system needs, and revising previously developed alternatives for evaluation. An updated master plan report documenting the study findings and recommendations will be prepared and presented to the Owner. Additional details regarding this task can be found under Section III – Scope of Services.

- B. **Task 3 – Engineering Report – WWTP Improvements** includes developing an ODEQ approvable engineering report which will outline various improvements at the existing WWTP required to eliminate permit discharge violations as outlined in the consent order. The engineering report will include both short term (interim) and long-term improvements which the Owner can use for planning and budget purposes and coordination with ODEQ. Additional details regarding this task can be found under Section III – Scope of Services.

III. SCOPE OF SERVICES

The following summarizes the detailed scope of services for the project. The Engineer shall perform the following:

TASK 2 - UPDATE THE 2010 MASTER PLAN REPORT

- A. **Service Area.** Update the planning service area including the current service area and future growth areas as identified by the Owner. The Owner will provide the Engineer with the latest service area maps, zones and sewer service boundaries.
- B. **Planning Period.** The 2010 master plan used a 20-year planning period from 2010 to 2030. Similarly, for this project, the Engineer will use a 20-year planning period extending from 2021 to 2041.
- C. **Population Projection.** The same methodology used in the 2010 master plan will be utilized to extend the population projections to 2041 as part of the updates. The 2010 master plan populations projections were developed utilizing U.S. Census data and the 2030 Comprehensive Plan for the City of Glenpool. The 2030 Comprehensive Plan developed population forecasts broken into 4 land use categories (office/commercial, recreational, public, and residential) which was spread over 12 transportation area zones (TAZs). The TAZs will be used to project forecasted populations for each sewer sub basin. The latest population data will be used and applied in order to make

updates to the planning forecasts and areas. The updated population projections will be reviewed with Owner's staff and based on any specific growth data provided by Owner's staff, the projections will be adjusted.

- D. **Existing System.** Engineer will gather information and make updates to the existing wastewater system. Engineer will prepare a map of the existing system showing the collection system layout and existing wastewater infrastructure. The Owner will provide atlas maps, record drawings/maps, and a copy of the most recent GIS data available for use in preparing the wastewater system map. Engineer will summarize existing plant condition, capacity and capability based on information provided by the Owner.
- E. **Wastewater Flow Projections.** Engineer will develop updated wastewater flow projections based on updated population projections and land use data. Engineer will develop average and maximum day flows for the developed and undeveloped (future growth) areas. Engineer will establish peak hour flow and wet weather flow based on available historical information from the Owner and the most recent professional guidelines available (detailed flow metering or collection system hydraulic modeling is not included as part of the scope). Engineer will use available water usage information and data as provided by the Owner to evaluate and establish projected flows. Future projected populations and flows will be distributed based on directions from the Owner for each major drainage basin and sub-basin to allow development of collection lines and interceptors.
- F. **Wasteload Summary and Projections.** Engineer will collect, update and summarize the current raw wastewater wasteload from the most recent treatment plant records and develop values for use in projecting raw wasteloads from future developed areas.
- G. **Discharge Requirements.** Engineer shall research the current 208 WQMP and confirm Glenpool's wasteload allocation for the discharge to the Arkansas River at the current point of discharge. Engineer shall research other potential discharge points such as Coal Creek and estimate their allocation on the Arkansas River as appropriate for the improvement alternatives and evaluate the feasibility of other discharge locations. Engineer shall estimate and summarize future discharge requirements which may impact the treatment alternatives.
- H. **Treatment Plant Improvement Alternatives.** Engineer shall review and update the treatment plant improvement alternatives as outlined in the 2010 Master Plan Report based on the updated flow and wasteload projections and treatment system needs. The alternatives for evaluation include the following:

- a. Option 1 - Improve the existing plant to handle all flows for the 20-year planning period.
- b. Option 2 - Improve the existing plant to serve a portion of the service area and construct a new south plant to serve the balance of the service area as appropriate. This would require dividing flows to each plant as appropriate.
- c. Option 3 - Construct a new plant to serve the entire service area. The existing plant will be converted to a lift station and flow equalization basin facility transferring all flows to the new south plant.

The Engineer will confirm the previously developed potential locations for the new plant and effluent discharge locations. Similarly, the Engineer will confirm and update previously developed collection system upgrades for each alternative option. This includes new interceptor lines, gravity sewer line upsizes, and new forcemains and lift stations for the major sewer basins.

- I. **Collection System Improvements.** Based on the flow and wasteload projections and drainage basin information the Engineer shall confirm and update previously developed alternatives for conveying wastewater flows from future growth areas to the treatment plant location(s). The Engineer will use cost analysis and professional judgment to identify need for new lift stations and force mains versus gravity mains to serve new growth areas within the service boundary. Development of new collection lines will be limited to 8-inch or larger for the purpose of the master report study.
- J. **Cost Estimate.** Engineer shall develop cost estimates for the improvement alternatives to include construction costs, and other project costs. Costs for land/easement will be based on conceptual guidelines and input from city. The Engineer shall update previously developed detailed breakdown of probable project costs for Option 1 – New Mechanical WWTP. The 2010 master plan included estimated costs on a per gallon basis for both Options 2 and 3. Similarly, the master plan will be revised to reflect new per gallon estimate project costs based on update and revised changes to the plan.
- K. **Selected Alternative.** Based on the cost analysis and a non-cost analysis of the alternatives, the Engineer will re-evaluate previous recommendations for the alternatives and select one alternative for implementation (Alternative 1 – Improve the existing plant to handle all flows with construction of a new mechanical plant was previously recommended).
- L. **Phasing.** The Engineer shall develop construction phasing of improvements for the selected alternative which may be appropriate to address the needs in increments for Owner planning and budget purposes.

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- M. Report.** Engineer shall prepare a report documenting the study findings and recommendations including maps, figures, and drawings. The Engineer shall prepare and submit a draft report for review and comment by the Owner. After comments are received, the Engineer will prepare and submit a final report. Three copies of the draft report will be submitted to the City for review. Three copies of the final report will be submitted incorporating City's review comments.
- N. Review.** The Engineer shall review report findings with the Owner and present to the Glenpool City Council.
- O. Project Management.** The Engineer shall provide overall project management, quality control, and coordination through the course of the master plan updates which is anticipated to last 6 months. The Engineer shall provide project initiation, setup, continual coordination and communication with the project team and the Owner and project scheduling.
- P. Meetings.** The Engineer shall coordinate and conduct meetings and workshops throughout the course of the master plan updates. The Engineer shall hold an initial kickoff meeting to establish and confirm the project approach, schedule, goals and overall concept (The scope assumes this meeting will be conducted simultaneous to the kickoff meeting required for the Engineering Report – Task 3). The Engineer shall hold a concept review workshop which shall be used to review the preliminary findings and information collected to finalize the three (3) alternatives for evaluation. If required, the Engineer shall hold a final concept review workshop/meeting to discuss the final alternatives and information collected prior to finalizing and submitting the final master plan report.

TASK 3 – ENGINEERING REPORT (ER) – WWTP IMPROVEMENTS

- A. Project Management.** The Engineer shall provide overall project management, quality control, and coordination through the course of the engineering report phase which is anticipated to last 6 months. The Engineer shall provide project initiation, setup, continual coordination and communication with the project team and the Owner and project scheduling.
- B. Meetings.** The Engineer shall coordinate and conduct meetings and workshops as necessary throughout the ER phase of the project. The Engineer shall hold an initial kickoff meeting to establish and confirm the project approach, schedule, goals and overall concepts. The Engineer shall hold a concept review workshop which shall be used to review the preliminary findings and information collected to finalize proposed alternatives for evaluation. If required, the Engineer shall hold a final concept

review workshop/meeting to discuss the final alternatives and information collected prior to finalizing and submitting the final engineering report.

- C. Plant Historical Data Review.** Engineer shall gather up to 3 years of historical plant data to include monthly operational report, discharge monitoring reports, other pertinent operational and maintenance information provided by city staff. Engineer shall evaluate and summarize historical plant performance in terms on OPDES permit discharge parameters and estimate existing plant capacities and identify plant deficiencies.
- D. Flow and Influent Loading Projections.** Engineer will utilize the flow projections from master plan update, and in consultation with City staff, propose interim and long-term flow and treatment capacity needs. Based on the historical data and using engineering judgement, Engineer will propose influent loading conditions for use in the development of plant improvements. Plant improvements will be developed to address interim and long term needs as described below.
- E. Interim Improvements.** The violations identified in the DEQ Consent Order are all related to exceedance of effluent BOD₅ limits. One of the goals of the interim improvements is to identify necessary improvements to eliminate the effluent BOD₅ violations and meet compliance. The secondary goal is to provide necessary improvements that would meet the wastewater treatment needs for an interim planning horizon (3 to 7 years) and provide some flexibility for Glenpool in securing funding for the project. The interim improvements will evaluate and propose recommendations for the following:
- a. Existing Aerated Lagoon. Improvements to the aeration capacity and operational improvements, improvements to flow path and the existing floating baffles.
 - b. Disinfection System. Potential use of chlorination to enhance winter season plant performance.
 - c. Effluent Post-Treatment Options. Addition of post-treatment to the lagoon effluent to meet permit compliance.

Engineer will develop process schematics, conceptual layout, capital and operational costs for the interim improvements.

- F. Long Term Improvements.** The goal of the long-term improvements is to identify all necessary treatment plant needs to meet the proposed 20-year (year 2041) planning horizon. It is likely that the long-term improvements would require a 'mechanical type' treatment technology. In conjunction with the facility plan update information, the new plant improvement will be at the existing plant site or at a new location as selected by the City. The long-term improvements will evaluate and propose recommendations for the following:

- a. Plan siting and land area requirements
- b. Conventional activated sludge or extended aeration process treatment
- c. Sequencing batch reactor technology
- d. Other innovative processes (integrated fixed film activated sludge (IFAS) process, moving bed biofilm reactor (MBBR) or emerging technologies)
- e. Sludge processing/treatment and dewatering options
- f. Sludge disposal concepts.

Engineer will develop process schematics, conceptual layout, capital and operational costs for the long-term improvements. In addition, Engineer will summarize advantage and disadvantage of each of the process options.

- G. Draft Report.** Engineer will prepare a draft report documenting the data review, analysis, evaluation and recommendations. The report will generally follow the Funding Agency Coordinating Team (FACT) guidelines as proposed by DEQ and the Oklahoma Water Resources Board. Engineer will submit three hard copies and one electronic (pdf) copy of the report for Glenpool's review. Engineer will meet and review the report with Glenpool staff.
- H. Final Report.** Engineer will prepare the final report incorporating the finalized review comments from the draft review report and submit three copies for Owner's use. In addition, Engineer will provide three for Glenpool's use in submitting the report to DEQ.
- I. DEQ Review and Approval Coordination.** Engineer will assist Glenpool in responding to DEQ's review comments and in securing report approval.

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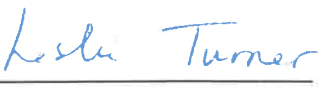
Work Authorization - Amendment #1

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals this 3RD day of JUNE, 2020.

Glenpool Utility Services Authority

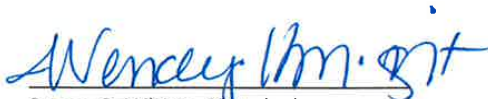
By: 
David Tillotson
City Manager

Tetra Tech, Inc.

By: 
Leslie Turner, Operations Manager

(corporate seal of the Consultant, if any)

ATTEST:


~~Susan C. White, City Clerk~~
WENDY KNIGHT

APPROVED AS TO FORM:


Lowell L. Peterson, City Attorney



Price Proposal		Revision Date: 5-12-20		Labor Plan										Price Summary / Totals													
City Glenpool WWTP Improvements				10 Resource										Task Pricing Totals													
Amendment 1 - Updating Master Plan and Developing ER for Short and Long Term Improvements														224,000													
Submitted to: City of Glenpool														Total Price													
														224,000													
Contract Type: Fixed Price (Lump Sum)																											
Project Phases / Tasks				Schedule		Week Days	Work Day	Total Labor Hrs	Principal in Charge	Project Manager	Engineer	Senior Process Engineer	Project Engineer 2	Project Engineer 1	Structural Engineer	Electrical Engineer	CAD/Modeling	Call	WW Moderator	Admin	Admin	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
				From	Thru	Months		1,290	24	235	34	303	245	34	46	290	18	57	173,300	48,620	1,023	784	273	224,000			
Master Plan Report Updates 2041				06/01/20	12/30/20	6.8	16	136	842	18	148	22	228	222	19	25	110	18	32	108,658	8,470	614	477	136	118,356		
1. Project Mgmt/ Meetings/ Data Collection				06/01/20	12/30/20	6.8	16	136	76	2	36	10	26	10	10	10	10	10	10	10,528	273	205	136	136	11,142		
A. Client Meetings				06/01/20	12/30/20	6.8	16	136	36	2	12	18	4	18	4	18	18	18	18	4,679	273	205	136	136	5,291		
B. Update 2010 Master Plan				06/01/20	06/15/20	0.5	1	8	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
C. Update 2010 Master Plan				06/01/20	10/01/20	1.9	9	72	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
D. Update 2010 Master Plan				06/01/20	09/01/20	1.0	8	64	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
E. Update 2010 Master Plan				06/01/20	10/15/20	1.0	8	64	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
F. Update 2010 Master Plan				06/01/20	08/01/20	0.7	3	24	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
2. Update 2010 Master Plan				06/01/20	06/15/20	0.5	1	8	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
A. Planning and Projections				06/01/20	07/01/20	1.0	1	8	135	4	9	10	68	68	10	20	4	18	18	15,292	136	136	136	136	15,668		
B. Update Existing WW System Condition				06/01/20	07/01/20	1.0	1	8	72	12	12	12	20	20	12	12	12	12	10,198	136	136	136	136	10,334			
C. Update Existing WW System Condition				06/01/20	07/01/20	1.0	1	8	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
D. Update Existing WW System Condition				06/01/20	07/01/20	1.0	1	8	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
E. Update Existing WW System Condition				06/01/20	07/01/20	1.0	1	8	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
F. Update Existing WW System Condition				06/01/20	07/01/20	1.0	1	8	18	18	18	18	18	18	18	18	18	18	18	2,289	136	136	136	136	2,409		
3. Report				06/01/20	06/15/20	0.5	1	8	180	4	36	2	14	64	3	5	24	18	28	23,095	136	136	136	136	23,367		
A. Final Report				06/01/20	06/15/20	0.5	1	8	180	4	36	2	14	64	3	5	24	18	28	23,095	136	136	136	136	23,367		
B. Final Report				06/01/20	06/15/20	0.5	1	8	180	4	36	2	14	64	3	5	24	18	28	23,095	136	136	136	136	23,367		
C. Final Report				06/01/20	06/15/20	0.5	1	8	180	4	36	2	14	64	3	5	24	18	28	23,095	136	136	136	136	23,367		
4. S2E Assistance				06/01/20	12/01/20	5.9	14	117	59	14	14	117								8,470					8,470		
Engineering Report - WWTP Improvements				06/01/20	12/30/20	6.8	16	136	448	6	87	16	75	23	15	21	180	25	25	64,642	40,150	409	307	136	105,644		
1. Project Mgmt/ Meetings/ Data Collection				06/01/20	12/30/20	6.8	16	136	76	6	33	24	6	6	6	6	6	6	6	10,663	341	34	136	136	11,174		
A. Client Meetings				06/01/20	12/30/20	6.8	16	136	36	4	9	18	4	18	4	18	18	18	18	4,914	341	34	136	136	5,428		



MEMORANDUM

TO: TIM FOX - BOARD CHAIRMAN
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REVIEW AND APPROVAL – EQUIPMENT REPAIR PROPOSAL

DATE: JUNE 15, 2020

BACKGROUND

This item is for Board review and approval regarding a certain proposal received from Evans Enterprises covering necessary repairs involving two separate sewerage liftstation pumps as listed on the attached pricing quotes. The two pumps involved with this repair request come from the liftstation located at Eden South Addition and one serving the Expo Logistics trucking depot. Both liftstations are currently operating on only one pump and the repair work in question is critical to the continued daily operation of both liftstations.

Staff Recommendation:

Staff has reviewed the subject equipment repair quote and recommends Board approval to expedite the repair and re-installation of these pumps and to authorize the City Manager to execute the referenced proposal from Evans Enterprises.. Funding for this repair work is to be from the FY 2019/2020 Annual Budget under Account No. 02-6-16-6272: Equipment Repair

Attachments:

A. Equipment Repair Proposal – Evans Enterprises

FINAL

Evans Enterprises, Inc.

2002 Southwest Blvd.
Tulsa, OK 74107
(918) 587-1566 Phone
(918) 587-4822 Fax



NO: 00049817
DATE: 5/15/2020
PAGE 1

Quote
Acct 02-6-16-62
PLW
5/28/2020

Contact

S CITY OF GLENPOOL
O 2002 SOUTHWEST BLVD.
L TULSA, OK 74107
D

S CITY OF GLENPOOL
H 2002 SOUTHWEST BLVD.
I TULSA, OK 74107
P

T
O

T
O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
CASH ON DEMAND		

NAMEPLATE DATA

Make: YEOMANS; ID #: ; Frame: 140; Model #: 4073; Serial #: 9807581-A; Enclosure: ; HP: 5; RPM: 1733; Volts: 230/460; Amps: 14.2/7.1; Type: ; Volute Cast #: ; Cycles: 60 HZ; Phase: 3 PHASE; Code: J; Temp Rise: ; Service Factor: 1.15; Insulation Class: F

SPECIAL INSTRUCTIONS

No special instructions

UNIT	QTY	UNIT PRICE	EXTENSION
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We are pleased to provide the following work scope and quotation for your consideration:

Submersible Pump Recondition Process to Include:

Submerge entire unit in bleach solution for 24 hours before any work begins. Drain oil and examine for contamination. Match mark all parts that may be removed. Disassemble liquid end (pump). Remove bowl and impeller. Disassemble electrical end (motor). Clean and bake all parts. After winding is dry, perform meg test, surge test and record results. If test results require rewinding quote rewind process to customer and proceed with rewinding after extra work authorization is received. Test water sensor, electrically test power cord assembly, and all other accessories. Record results. Bead blast impeller end liquid end housing (pump). Remove bearings, measure and record all mechanical fits and seal fit surfaces. Install new bearings and O-rings. Assemble electrical end (motor) and fill with oil. Test run at rated voltage, compare no load amps and compare to nameplate. Install new seal, assemble liquid end (pump) check for proper rotation. Degrease exterior surfaces, paint and prepare for shipment.

Warranty: 90 days on material and workmanship.

Warranty: 90 days on material and workmanship.

Additional Comments:

Lead Time:



TOTAL 7,770.00

Valid for 30 calendar days from the above date

Total does not include sales tax and will be applied on the final invoice if applicable.
Payment terms Net 30 days for account holders unless otherwise specified.

If additional work, parts, services or materials are required that are not specifically included in the above work scope an "Extra Work Authorization" will be required.

Based upon our Standard Terms and Conditions available at www.GoEvans.com/terms



Received By: _____

Date: _____

Thank you for your interest and consideration!

FINAL

Evans Enterprises, Inc.

2002 Southwest Blvd.
Tulsa, OK 74107
(918) 587-1566 Phone
(918) 587-4822 Fax



NO: 00049814
DATE: 5/15/2020
PAGE 1

** Quote **
Acct 02-0-16-6272
Plw
5/28/2020

Contact

S CITY OF GLENPOOL
O 2002 SOUTHWEST BLVD.
L TULSA, OK 74107
D

S CITY OF GLENPOOL
H 2002 SOUTHWEST BLVD.
I TULSA, OK 74107
P

T
O

T
O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
CASH ON DEMAND		

NAMEPLATE DATA

Make:MYERS; ID #:4RC250M2-23; Serial #:S82974; HP:25; RPM:3450; Volts:230; Amps:83; Cycles:60 HZ; Phase:3 PHASE; Code:0609

SPECIAL INSTRUCTIONS

No special instructions

UNIT	QTY	UNIT PRICE	EXTENSION
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Warranty: 90 days on material and workmanship.

Warranty: 90 days on material and workmanship.

Additional Comments:

Lead Time:

TOTAL 4,170.00

Valid for 30 calendar days from the above date

Total does not include sales tax and will be applied on the final invoice if applicable.
Payment terms Net 30 days for account holders unless otherwise specified.

If additional work, parts, services or materials are required that are not specifically included in the above work scope an "Extra Work Authorization" will be required.

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Received By: _____

Date: _____

Thank you for your interest and consideration!