

MEETING DATE: Tuesday, August 18, 2015  
MEETING TIME: 5:30 p.m.  
MEETING PLACE: Tahlequah Armory Municipal Center  
100 North Water Street (located across the street on the Northeast corner  
of the Old Cherokee Capitol Square located in downtown Tahlequah)  
Tahlequah, Oklahoma 74464

## OKLAHOMA SCENIC RIVERS COMMISSION REGULAR BUSINESS MEETING AGENDA

01. Meeting called to order.

02. Roll call.

03. Introduction of guests and visitors.

04. Comments from guests and visitors.

This item is included within the agenda to allow time for public comment to the OSRC Board of Commissioners. Comments are limited to three minutes per speaker. This agenda item allows NO ACTION may be taken by Commissioners.

05. Consideration and discussion, vote to approve, amend or take other action approving minutes from May 19, 2015 OSRC Special Business Meeting. *Pages 004 thru 015 of meeting packet*

06. Administrator's Report.

07. Ranger Department Report.

08. Presentation by Dr. Lowell Caneday, Oklahoma State University related to proposal to conduct a recreational carrying capacity study of the Illinois River during the 2016 float season. This agenda item also includes possible action by OSRC Commissioners to approve, amend or take other action. *Pages 016 thru 020 of meeting packet*

09. Presentation of results from the 2015 Commercial Flotation Device Operator Opinion Survey conducted by State Senator Wayne Shaw-District 3. Presented by Mr. Walter Duke on behalf Senator Shaw. *To be handed out at meeting*

10. Presentation by Commissioner Rick Stubblefield related to Illinois River Watershed Partnership Activities and Work Program.

11. Consideration, vote to ratify, amend or take other action related to Oklahoma Department of Environmental Quality and Oklahoma Scenic Rivers Commission FY-2016 Land Protection Division \$50K Grant Contract for employing seasonal employees dedicated to litter control and clean-up activities and "trash cop" law enforcement along with promoting litter-reduction, proper trash disposal and facilitate recycling on scenic rivers. Presented by Administrator. *Pages 021 thru 026 of meeting packet*

12. Consideration, vote to approve, amend or take other action related to Oklahoma Conservation Commission and Oklahoma Scenic Rivers Commission FY-2016 Water Quality Support Contract. Contract will provide \$19,938 to partially fund USGS-OSRC FY-2016 Illinois River Water Quality Monitoring and Stream Gaging Network Program and \$8,200 for placement and servicing of portable toilets in the Illinois River Watershed. Presented by Administrator. *Pages 027 thru 029 of meeting packet*

13. Discussion and consideration, vote to approve, amend or take other action authorizing Administrator to enter into “no cost” State Governmental and Consulting Services Contract with Howard L. Ground, Common Ground Consulting, LLC, for the purpose of coordinating, communicating, and educating members of the Oklahoma State Legislature about OSRC priority issues. Presented by Administrator. *Pages 030 thru 040 of meeting packet*
14. Consideration, vote to approve, amend or take other action on Riparian Protection Conservation Easement with Don Lucas and Family. Specifically, the contract is for a two-acre parcel of land located NW¼ SW¼ SW¼ Section 18, Township 18 North, Range 23 East, Cherokee County, term of agreement is 30 years and contract cost is \$4,500. Presented by Administrator. *Pages 041 thru 053 of meeting packet*
15. Consideration, vote to approve, amend or take other action authorizing the Administrator to undertake OSRC Rulemaking Notice and Public Hearings specifically related to Oklahoma Administrative Code 630-Scenic Rivers Commission adhering to provisions of Oklahoma Administrative Procedures Act, OSRC Rules and Oklahoma Scenic Rivers Act (Title 82 Oklahoma Statutes § 1451-1471) that may result in the promulgation of amended and new rules for addressing, but not limited to, the below listed topics:
  - New rule banning possession and consumption of alcohol in excess of 3.2% by weight on all scenic rivers within OSRC jurisdiction;
  - New rule restricting possession and consumption of 3.2% beer and other likened beverages to certain sections and certain days on scenic rivers within the OSRC jurisdiction;
  - Amend rules to limit size of ice chests to a per-flotation device instead of per-person basis;
  - New rule banning possession and use of beer bongs/funnels or other devices used to accelerate or influence the ingesting of alcoholic beverages within OSRC jurisdiction;
  - Amend rules related to non-commercial/private-owned flotation device users floating without permit to pay annual fee of \$10 instead of \$1 when caught;
  - New rule for day use “permits” on public access areas that include alcohol restrictions, refuse disposal/take away requirement, etc.;
  - Amend rules limiting number of Commercial Flotation Device (CFD) Licenses from 3,900 to lesser number, and including limitations on numbers of raft licenses in congested areas of the Illinois River;
  - New rule requiring commercial float operators using public access areas to launch or retrieve flotation devices to remove trash and maintain premises on Saturday, Sundays, and Holidays during the primary float season (May 1 – Labor Day Weekend);
  - Amendments to correct scrivener’s errors or clarify language within existing rules; and,
  - Consideration of amended or new rule language resulting from discussions among Commissioners and/or proposed from the public during the rulemaking process.

**16. New Business.**

Under the Open Meeting Act, this agenda item is authorized only for matters not known about or which could not have been reasonably foreseen prior to the time of the posting of the agenda or any revised agenda.

**17. Adjournment.**

**Dates to Remember:**

September 12, 2015	Annual Illinois River Clean-Up
October 20, 2015	5:30 p.m. OSRC Regular Business Meeting – Tahlequah Armory Municipal Center
November 6, 2015	Deadline for qualified persons to register to vote in 2015 OSRC Election at OSRC Office
November 16-18, 2015	8:00 a.m. - 4:30 p.m. Filing Period for Candidates in OSRC County Representatives Election
December 1, 2015	Election Day - OSRC Adair, Cherokee and Delaware County Representatives
December 15, 2015	5:30 p.m. OSRC Regular Business Meeting – Tahlequah Armory Municipal Center

This agenda was posted to the public and emailed at 4:30 p.m., Thursday, May 13, 2015, to all individuals and organizations listed on the OSRC electronic mailing list desiring to receive notification of OSRC meetings and associated agendas.

All interested individuals who have a disability or need special assistance in attending the meeting should call 918-456-3251. The OSRC will provide reasonable accommodations to ensure that all individuals have the opportunity to participate in the meeting. Comments may be directed to Ed Fite, Administrator by phone (918) 456-3251 and/or Email [ed.fite@osrc.ok.gov](mailto:ed.fite@osrc.ok.gov).

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**MEETING DATE:** Tuesday, May 19, 2015  
**MEETING TIME:** 5:30 p.m.  
**MEETING PLACE:** Tahlequah Armory Municipal Center  
100 North Water Street (located across the street on the Northeast corner  
of the Old Cherokee Capital Square located in downtown Tahlequah)  
Tahlequah, Oklahoma 74464

**OKLAHOMA SCENIC RIVERS COMMISSION**  
**SPECIAL BUSINESS MEETING**  
**MINUTES**

**01. Meeting called to order.**

Chairman Hilsher called the meeting to order.

**02. Roll call.**

**MEMBERS PRESENT**

Michael Fuhr  
Gerald Hilsher  
Riley Needham  
Trey Peyton  
Steve Randall  
David Spears  
Rick Stubblefield

**MEMBERS ABSENT**

Jeff Bashaw  
Monte Bradford  
Randy Corp  
David Pickle  
John Larson

**03. Introduction of guests and visitors.**

Jim Morrison; Gary Vandenbos; James Secratt; Joel Lamb; Mike Hazen, War Eagle Resort; Jack Spears, Arrowhead Resort; Jason Lewis, U.S. Geological Survey; Sean Rowley, Tahlequah Daily Press; Tim K. Baker, Attorney; Ed Brocksmitth, Save The Illinois River (STIR); Arden James Runyan, Save The Illinois River (STIR); Kevin & Barbara Kelley, Diamondhead Resort; L.D. Stephens, War Eagle Resort; Chance Imhoff, War Eagle Resort; Kathy Ryals; Jerry Hammons; Amy & Matt Grogan, Archie Peyton, Peyton's Place; Jim Cosby, Attorney; Rick Nichols; Gene and Tamie Ellis, Sparrow Hawk Camp; James Beck, All-American and Falcon Floats; Barb Daily, Save The Illinois River (STIR); Robbie Frank, Jr. and Cathy Frank, Riverbend Resort; and, Cheryl Allen, Bill James, Bobby Robertson, and Nancy Sanchez, Oklahoma Scenic River Commission (OSRC).

**04. Comments from guests and visitors.**

This item is included within the agenda to allow time for public comment to the OSRC Board of Commissioners. Comments are limited to three minutes per speaker. This agenda item allows NO ACTION may be taken by Commissioners.

Chairman Hilsher welcomed and opened the podium for comments from the guests and visitors. James Beck inquired about the restriction of alcohol usage on the Illinois River. In particular, he wondered how the OSRC would be able to enforce the restriction with the lack of law enforcement. Jerry Hammons also talked about the alcohol restriction. Mr. Hammons acknowledged to Commissioners that when he owned/operated the Illinois River Store it wasn't uncommon for him to expend \$25,000 or more on wholesale supplies of beer to sell to his customers on holiday weekends. He suggested when Commissioners begin rulemaking that they consider restricting 3.2% alcohol beer on a certain stretch of

the river. He further recommended that the Labor Day Holiday Weekend and all Sundays would be good days to restrict 3.2% alcohol beer consumption. Mr. Hammons then talked about restricting 3.2% alcohol beer usage at the U.S. 62 Hwy Bridge Access Area before something gets started (after Mr. Hammons' presentation Administrator Fite stepped over to Mr. Hammons showing him OSRC Rules that list what public access areas are presently restricted to 3.2% alcohol beer consumption. Mr. Fite pointed out that the said area is already restricted by rules to consumption).

Following those comments, Chairman Hilsher took the liberty to explain his intentions for action on pending Agenda Item 06. He told those in attendance the item is included within the agenda to allow him an opportunity as the Chairman to "tee up" those priorities he feels the OSRC Board should consider dealing when it undertakes rulemaking in fall 2015 and that he doesn't intend to open the floor to public comments at this meeting. At that point, he asked if anyone in the audience had anything they wanted to discuss regarding the outlined list of items under Agenda Item 06.

**05. Consideration and discussion, vote to approve, amend or take other action approving minutes from February 17, 2015 OSRC Regular Business Meeting.**

Chairman Hilsher talked about February 17, 2015 minutes. Chairman Hilsher indicated that in his opinion the minutes were accurate and asked if anyone had any amendments, corrections or revisions. No one commented and he entertained a motion to approve. Commissioner Michael Fuhr motioned to approve the minutes as presented. Commissioner Steve Randall seconded the motion.

**The vote follows:**

Bashaw	Absent	Needham	Abstain
Bradford	Absent	Peyton	Aye
Corp	Absent	Pickle	Absent
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Aye
Larson	Absent	Stubblefield	Aye

6-Aye and 1-Abstention

Following the vote, Chairman Hilsher took pause of the agenda and addressed an issue related to conflicts of interests and what Commissioners should do when a conflict arises on an agenda item. He also apologized to Commissioners for allowing an action on an item during the February 17, 2015 OSRC Regular Business Meeting.

**06. Chairman's Report on scheduling OSRC Rulemaking Hearings beginning in September-October 2015 pursuant to Oklahoma Administrative Procedures Act for potential development of rulemaking related to:**

- Restricting/banning alcohol use on the river. Could be limited to certain sections of river, certain days, etc. Restricting possession and use of alcohol other than 3.2 beer;
- Limiting size of ice chests to a per-flotation device instead of per-person basis;
- Prohibiting possession and use of beer bongs/funnels or other devices used to accelerate or influence the ingesting of alcoholic beverages within OSRC jurisdictional area
- Increasing rule on non-commercial/private-owned flotation device users floating without permit to pay annual fee of \$10 instead of \$1 when caught;
- Setting rules for day use "permits" on public access areas that include alcohol restrictions, refuse disposal/take away requirement, etc.; and,
- Limiting number of Commercial Flotation Device (CFD) Licenses from 3,900 to lesser number, and including limitations on numbers of raft permits in congested areas of river.

005

Chairman Hilsher took ample time to explain those items listed on the proposed outline for rulemaking. He assured everyone that once rulemaking gets underway the process would adhere to provisions of state law and OSRC Rules. He emphasized the goal is to gather and include the public's input that includes landowners, commercial flotation device operations and other interested stakeholder groups, but he said the Commission would have the ultimate say and appreciates the opinions of everyone.

Cathy Frank (co-owner of Riverbend Resort) asked about filing and publishing the proposed rules and if OSRC would file the rules with the Secretary of State's office. Chairman Hilsher answered "when OSRC begins to draft the proposed rules, is when we file and it gets published and he explained the process". He said the OSRC will follow the provisions of the Oklahoma Administrative Procedures Act. He indicated that the OSRC would file notice of rulemaking intention with the Oklahoma Secretary of State in August.

#### **07. Administrator's Report.**

Administrator Fite stated his report would target three main points and be brief. He first discussed the OSRC Budget. He distributed a compilation of the budget year-to-date and explained the majority of expenditures. He called attention to several areas within the budget related to cost of water quality sampling and stream gaging network, administrative support services provided by Office of Management and Enterprise Services, and specificity of the OSRC Fund Accounts 193, 260 and 261.

Secondly, he reported on action within First Session of the 55<sup>th</sup> Oklahoma Legislature. He said the OSRC began the Session with four pieces of introduced legislation (Senate Bill 37, 155, 579 and 655). He said that only one piece, Senate Bill 155, was approved. Specifically, he said provisions of Senate Bill 155 will allow the OSRC to hire off-duty law enforcement officers from municipal police and county sheriff offices to serve as seasonal river rangers. He called attention that while Senate Bill 155 was approved, the OSRC wouldn't benefit until November 1, 2015, because the state Senate failed to approve an emergency clause to immediately implement its provisions in time for the 2015 Float Season.

And, third, he reported saying while on the way out the door to come to the meeting he learned from senate fiscal staff that the OSRC FY-2016 Appropriation from the State's General Fund would be \$270,964.

In closing out his report, Administrator Fite stated that tentative arrangements have been made with a legislative lobbyist to work on behalf of the OSRC in the Second Session of the 55<sup>th</sup> Oklahoma Legislature starting in February 2016. He said the lobbyist would serve at no cost to the OSRC and that he would bring more information to the next business meeting.

#### **08. Consideration, vote to approve, amend or take other action approving U.S. Geological Survey Joint Funding Agreement 15C4SH002200028 for the continuation of the Project Surface-Water Monitoring and Water-Sampling in the Illinois River Basin for the period July 01, 2015 through June 30, 2016. Contract is subject to availability of OSRC cost-share match funds in amount of \$79,750 to implement and total contract not to exceed \$197,400. Presented by Administrator Fite.**

Federal funds contributed to match OSRC cost-share: USGS Cooperative Water Matching Funds \$55,250; USGS Streamflow Information Program Funds \$42,800; and, U.S. Army Corps of Engineers \$19,600.

Administrator Fite started the discussion by recommending to Commissioners conditional approval based on the ability to secure funding. Commissioner Stubblefield motioned to approve the contract.

Commissioner Fuhr seconded the motion.

Commissioner Peyton asked if the proposed sampling regime could be reduced. Administrator Fite explained the importance of the overall program. He emphasized the water sampling program is as

important as his job. He said he felt it would be ill-advised to reduce any sampling. Commissioner Stubblefield asked about securing the necessary funding. Administrator Fite said he was working to secure funding through sister state, federal and tribal agencies along with on a first-time approach to non-governmental organizations.

Chairman Hilsher suggested that OSRC should reach out to some of the charitable foundations to explore funding assistance.

Commissioner Fuhr thought it was important to maintain the sampling program.

Chairman Hilsher said maintaining collection of water quality data is very important, and when there are data gaps then OSRC is subject to cross examination, in a court of law.

Administrator Fite also introduced Jason Lewis, U.S. Geological Survey, who talked about the importance of the water sampling program.

During the discussion Kathy Ryals asked if the water sampling program could be merged with another agency. Administrator Fite answered her question by saying there were other agencies that have likened programs, but he emphasized that the USGS-OSRC program is the most reliable and scientifically defensible of the other available programs. He recalled the 1980-1990s administrative level and lower court arguments that ultimately led up to Oklahoma-Arkansas Case before the U.S. Supreme Court. At the time the state's water sampling data was deemed inadequate. Following that case, ruled upon February 1992, the OSRC has worked with sister state and federal agencies to develop the present monitoring strategy that samples ambient conditions and storm/high water events to gather as much information as we can muster. He stressed we must continue to garner meaningful information that will hold up in court. Chairman Hilsher stated no one else is recording storm water events but OSRC, so if we shutter this program the OSRC wouldn't ever be able to restore the USGS cost-share match funds again.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	Nay
Corp	Absent	Pickle	Absent
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Aye
Larson	Absent	Stubblefield	Aye

6-Aye and 1-Nay

- 09. Discussion and consideration, vote to approve, amend or take other action authorizing Administrator, Chairman, and Commissioner Rick Stubblefield to coordinate with Office of Management and Enterprise Services to negotiate access agreement for balance of 2015 floating season (i.e., no longer than through December 31, 2015) with commercial flotation device operations seeking boat launching/retrieving capabilities at Edmondson Public Access Area. Presented by Chairman Gerald Hilsher.**

Chairman Hilsher started the discussion and talked about how this matter just came to his attention. He said the Edmondson Public Access Area is owned by the OSRC and was purchased with the assistance of federal dollars. He further stated that commercial flotation device operators are using the area as a launching point without a written agreement, and he had concerns. His concerns are: 1. The oral agreement didn't come before to the Commission for approval; 2. There is a state constitutional

prohibition against providing public property to private individuals and commercial enterprises for use to profit them; and, 3. From a meeting with the Oklahoma Attorney General's Office he feels that the present use may be a violation of state law and he's anxious Commissioners need to undertake action to fix that. He noted the initial use for Edmondson Public Access Area was to be a stopping point, a rest area, for the floating public and not as an access point for commercial flotation device operations. To fix the problem, Chairman Hilsher recommended the Commission negotiate a written agreement with those commercial flotation device operations desiring to use the area, and that it is lawful to charge a fee for use of the area. He went on to say that a tentative agreement has been drafted and is being reviewed by the AG's Office.

Commissioner Fuhr asked about the cost of the fee and if the commercial flotation device operators want to use Edmondson Public Access Area as a commercial launch site. Chairman Hilsher answered "yes". Commissioner David Spears inquired about charging a fee to the commercial flotation device operators using the area. "If they get charged, will the public also have a fee for that location?" Chairman Hilsher answered Commissioner Spears' question by saying, "If this gets approved, then, "no" the private users will not have to pay a fee".

Chairman Hilsher said that Edmondson is the one of three public access areas that the OSRC owns. The other public access areas are owned by the Oklahoma Department of Wildlife Conservation but managed and maintained by the OSRC. He said Round Hollow, Peavine Hollow, No Head Hollow and Watts Public Access Areas are used for commercial access launch/retrieval points but are not owned by the OSRC.

Commissioner Randall asked about the location of Edmondson Public Access Area. Administrator Fite answered saying it was immediately adjacent to southwest side of the present Combs Bridge crossing of the Illinois River near Eagle Bluff Resort.

Chairman Hilsher suggested that a three person committee be authorized to include himself, Commissioner Stubblefield and Administrator to negotiate a written contract. Commissioner Randall motioned to approve. Commissioner Needham seconded the motion.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	Abstain
Corp	Absent	Pickle	Absent
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Abstain
Larson	Absent	Stubblefield	Aye

5-Aye and 2-Abstentions

- 10. Consideration, vote to approve, amend or take other action for cancellation or amendment of Oklahoma Department of Wildlife Conservation (ODWC) Cooperative Agreement, including possible return of responsibility for management of Echota, No Head Hollow, Peavine Hollow, Round Hollow, Stunkard and Watts to ODWC. Presented by Commissioner Rick Stubblefield.**

Chairman Stubblefield led off the discussion about the proposal. He explained the demographics of the river basin had changed a lot throughout the years. He talked about the public access areas being considered state parks. He said that it was important that we think laterally. He also thought OSRC needed to be able to enforce the changes, maintaining and providing law enforcement. Commissioner Stubblefield recommended when Commissioners initiated rulemaking that it was imperative the OSRC work with Oklahoma Department of Wildlife Conservation to cancel the present agreement by years end and develop a new agreement.

Chairman Hilsher followed Commissioner Stubblefield saying the OSRC "is looking for ways to increase revenue, if it can't do that then it needed to decrease spending. If OSRC didn't have that expense we could put that money toward law enforcement."

Commissioner Fuhr asked about the December 31<sup>st</sup> deadline process. Chairman Hilsher explained "the process and that it is not fair for anyone to only have 30 days to respond. It is a good idea to have deadlines. Bottom line, if the state doesn't trust the OSRC to run and fund these recreational facilities, then they need to find someone else. Our revenue stream has diminished."

Commissioner Stubblefield motioned to approve the cancellation of the contract. Commissioner Randall seconded the motion.

Commissioner Trey Peyton proposed for the public to have more input and not to vote at the present time. He wanted to put fourth an amendment to have the public look at it during the next meeting.

Commissioner Stubblefield restated the motion. The motion was to provide notice to the Oklahoma Department of Wildlife Conservation (ODWC) to exercise an option to withdraw from the current agreement effective December 31, 2015, and to authorize the Chairman and Administrator to begin consultations with the ODWC and the AG's Office to develop alternative strategies to recognize the increase in utilization and increase in cost associated with operation maintaining and providing law enforcement. If alternative language could be developed between the ODWC, Chairman and Administrator, then the Commission, as a whole, can approve or disapprove OSRC entry in the new agreement.

Jack Spears stated that the OSRC received camping fees from Round Hollow and Peavine Hollow Public Access Areas and he would like to know if this offsets the cost of maintenance and law enforcement. Administrator Fite answered "no" in response to his question and explained those costs the OSRC has to pay beyond generated camping fee receipts.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	Aye
Corp	Absent	Pickle	Aye
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Aye
Larson	Absent	Stubblefield	Aye

Unanimous Vote, 7-Aye

**11. Consideration, vote to approve, amend or take other action to authorize Administrator to seek funding and/or cooperative agreement with Oklahoma State University for recreational carrying capacity study of the Illinois River. Presented by Chairman Gerald Hilsher.**

Chairman Hilsher started the discussion saying he had asked Administrator Fite to seek funding and a cooperative agreement with Oklahoma State University regarding a recreational carrying capacity study of the Illinois River. He referred to a proposal that was circulated explaining that it evaluates "the amount or type of use an area can sustain without unacceptable change." In most river carrying capacity studies there are four types of capacities that are addressed: (1) physical carrying capacity, (2) facility (design) carrying capacity, (3) social carrying capacity, and (4) ecological carrying capacity. He said the first three are encompassed in this proposal. Chairman Hilsher said that the cost break-up is made of the first three. He said the fourth component ecological carrying capacity may be added under the leadership of Dr. Tracy Boyer, OSU Agriculture Economist.

Chairman Hilsher said that the intent of the motion goes to see if we can find the money. He said that he was very surprised that of the 3 out of 4 steps is only \$28,000. He further explained this would include the use of GPS monitoring and surveys of the user community, as well as evaluating the benefits and the value of this. He also talked about the research team and gave a summary of qualifications:

- Lowell Caneday, Ph. - Regents Professor; co-author of the Illinois River Management Plan; co-author of the 2012 Oklahoma Statewide Comprehensive Outdoor recreation Plan; extensive research related to parks and leisure behavior of park visitors.
- Hung-Ling (Stella) Liu, Ph.D. – Research Assistant Professor; co-author of the 2012 Oklahoma Statewide Comprehensive Outdoor Recreation Plan; member of research staff developing resource management plans for Oklahoma State Parks.
- I-Chun (Nicky) Wu, Ph.D. – Research Assistant Professor; geospatial analyst; member of research staff developing resource management plans for Oklahoma State Parks; experience with carrying capacity and visitor behavior on rivers and trails
- Fatemeh (Tannaz) Soltani, Ph.D. (summer 2015) – Post-doctoral fellow; MBA and international tourism experience; visitor behavior in natural resource settings

Chairman Hilsher said that these people have the experience to gather data that the agency needs. Chairman Hilsher said the OSRC mission is to protect the ecological aspect of the agency and this is part of it and the best we can authorize the administrator to go and seek the funds for this venture. Chairman Hilsher said the motion is that if we can locate necessary funds that we could engage the carrying capacity study and add the fourth point to it we should do it. Commissioner Randall seconded the motion.

Commissioner David Spears asked why we don't use this \$28,000 for law enforcement instead of the carrying capacity study.

Kathy Ryals added her concern regarding the carrying capacity study and wondered if the agency had prioritized our needs. Cheryl Allen answered Cathy Ryals' question by saying that the agency is talking with a grant writer working on locating funding, and states that if it is located it would have to be used for that specific endeavor.

Chairman Fuhr suggested that it was not good practice to rob from Peter to pay Paul, yet, he said the OSRC that we can make this work.

Jack Spears brought to the Commission's attention the carrying capacity study from 1994 and the OSU study that was done and suggested that it is in the behavior of the floater that causes degradation not the amount of floaters that were on the river. He stated that only 5% said it was a very serious problem. He continued by saying that one of Dr. Boyer's conclusions from a previous study discussed by the Commission, was that Oklahomans value improvements that personally affect



their recreational use rather than habitat improvement for nonuse or other purposes. Adding to this, Mr. Spears said "we have the same amount of permits 3,900; we have the same commercial float areas with the same numbers of ridiculous rules along with that." He continued by saying "the number of guests between 1994 and 2008 were basically the same?" He said "we didn't have figures beyond 2008, but there were not anymore people visiting now than there were then. These are just some points he wanted to address".

Chairman Hilsher asked Jack Spears where his information was coming from. Mr. Spears said "the National Parks Service assisted the OSRC in conducting a recreation carrying capacity of the Illinois River Corridor Study."

Chairman Hilsher asked Jack Spears when this was dated and he answered 1994.

Administrator Fite responded by saying OSRC didn't conduct a carrying capacity study that year and that the Mr. Spears may be referencing work that would become a part of the 1998 Illinois River Management Plan that addressed river corridor values, water quality and recreation.

Jack Spears stated that "the questions that he'd brought up, as the number of permits and the number of people on the river have not changed and were not affected in that area".

Administrator Fite responded that he happened to have a copy of the Management Plan with him, and inquired as to what page Jack Spears was referring to. Mr. Spears couldn't find a page number but talked about "page/section 19" that had to do with this study. Administrator Fite said that he thought the info he referred to may be associated to floater's exit survey(s) conducted in 1980s and 1990s.

Chairman Hilsher stated that he was not really sure where this was coming from and in the 1998 Illinois River Management Plan on page 54 it talked about how it had to do with the Illinois River and the strategies included an ongoing research program administered to access changes in visitation patterns on the Illinois River. This program would increase recreational progress on the river, and voluntary compliance of the OSRC rules and regulations should be monitored and a level of change should enact before management action could be taken. The river float areas should be evaluated according to the recreation-use models. Customize use levels in the area to provide the opportunity for appropriate recreation experiences within the established areas. Chairman Hilsher said he has 3,000 rafts that is almost twice the carrying capacity of a two man canoe. Mr. Spears said "what a lot of people don't understand about this river right now is that kayaks are coming back and they only have one person in them." Chairman Hilsher said that he has no numbers to go by and that he was going to make it so that commercial operators gave him numbers. Mr. Spears responded that he had the numbers up to 2008. Chairman Hilsher responded saying in 2008 he had dark hair, too. Barb Daily said she was a landowner and her suggestion was that the float operators count the people and not the vessels. The vessel was being used over and over. Chairman Hilsher asked if we should authorize a search for funding for a carrying capacity. Chairman Hilsher motioned to approve seeking funding for the OSU Carrying Capacity Study. Commissioner Randall seconded the motion.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	No
Corp	Absent	Pickle	Absent
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	No
Larson	Absent	Stubblefield	Aye

5-Aye and 2-Nay

**12. Consideration, vote to approve, amend or take other action for acquisition/deployment of signage and brochures related to non-commercial/privately-owned flotation device use fees requirements. Presented by Chairman Hilsher.**

Chairman Hilsher presented this by saying the point was well taken and well made at the February 17, 2015 meeting. We had a lot more visitors coming to this area from different places, kayak clubs, that didn't know or follow the rules, don't know or pay fees. Education is the key for this problem. Another solution was to put out more OSRC signage and brochures for awareness.

Chairman Hilsher motioned that OSRC pursue acquisition/deployment of signage and brochures related to non-commercial/privately-owned flotation device use-fees requirements. Commissioner Fuhr seconded the motion.

Kathy Ryals asked "if we want a separate sign just for this and suggests that there was also a sign for littering." Chairman Hilsher answered "yes".

Jack Spears commented that there are a lot more kayaks now using the river than in 2008. He said "the fees on them were \$1 a head and he estimated that the OSRC has lost about \$11,000 from those who aren't paying the user fee. They can come to the river anytime they wanted to and it was just \$1." He said he has to pay \$35.00 for his [licenses]. He said private boaters do not help on clean-up of litter. "They should be charged \$35.00 per person as well." Mr. Spears said his organization is pretty strong and that he proved that at during the last legislative session. He stressed the canoe operators were becoming a "strong voice".

Chairman Hilsher reminded Mr. Spears of the process if he wanted to do anything about user fees that he needed to address that with the legislature. He said the legislature wouldn't give the OSRC the authority to adjust the user fees mainly because of Mr. Spears' Operation. He told Mr. Spears to go talk to the legislature and see if you can have it changed to \$35 a person. Chairman Hilsher stated that "if Jack Spears needs a meeting to express him then he was ok with that and will make time for Jack Spears". At that point, Mr. Spears thanked the Chairman for allowing the public to make comments. He also extended an invitation to Commissioners to float with Arrowhead Resort.

Barb Daily, STIR voiced her concern about comments that Jack Spears made related to private boaters not cleaning up the river. Ms. Daily disagreed and said private boaters not only police up their litter, they also pick up litter left behind by commercial boaters.

Chairman Hilsher then asked for a roll call vote on the motion.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	Aye
Corp	Absent	Pickle	Aye
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Aye
Larson	Absent	Stubblefield	Aye

Unanimous Vote, 7-Aye

Chairman Hilsher paused before moving on to Item 13 to recognized Captain Bill James to provide the Ranger Department Report that was overlooked during the Administrator's Report segment of the Agenda.

Captain James talked about funding and said that it was either time for the OSRC to get out of law enforcement or get in it. He rehashed the Administrator's earlier report on Senate Bill 155 espousing that it wasn't enacted with the emergency clause because several state senators chose to be out of state at the time of the vote playing golf in New Mexico and there wasn't enough members present to pass the clause. He said the three other pieces of legislation never came out of committee. He also was critical of the lack of funding support for river rangers.

James Beck made a comment about how important it is for the Ranger Department to have back up and training. Captain James responded saying "having funding is the key".

Chairman Hilsher added that we all need to come together and find some common ground on this and work together for it to be successful.

**13. Consideration, vote to approve, amend or take other action on resolution for enforcement of OSRC Rules related to:**

- **Commercial Flotation Device Operations river clean-up activities once per week (Ask for dates, times, manpower committed to that requirement);**
- **Collection and payment of non-commercial/private-owned flotation device use fees;**
- **Prohibition of trash/litter, 50-Quart Size Ice Chest limitation and possession of Styrofoam and glass containers;**
- **Non-commercial use permitting fee requirements; and,**
- **Imposition of "no tolerance" policy on alcohol use/possession, indecent exposure, public intoxication, etc.**

**Presented by Chairman Gerald Hilsher.**

Chairman Hilsher briefly discussed this agenda item covering all the points listed and then he asked Captain Bill James what he needed to achieve the desired level of enforcement.

Captain Bill James answered him by discussing his strategy. He stated that one of his requests was for a little help from the commercial flotation device operators. He said that the bus drivers that drive for CFDOs encourage floaters to sneak in alcohol and it was working against the efforts of the law enforcement agencies.

Chairman Hilsher suggested that he should table his motion or withdraw it. He also hoped Captain James would remain there through August.

**14. Consideration, vote to approve, amend or take other action on Temporary 2015 Commercial Flotation Device Licenses (CFDL) application from Arrowhead Resort, Jack Spears – Owner, seeking issuance of 100 Licenses for use in Commercial Float Area 1 (specific for floating 55 canoes or kayaks and 45 for rafts). Presented by Administrator Fite.**

Note Temporary licenses are granted for a stated period of time, generally expiring on December 31<sup>st</sup> of the year granted, and shall not be renewed during the annual licensing process.

CFA = Commercial Float Area. The Illinois River is divided into three sections for commercial flotation operation and licensing purposes for weekends and holidays in May through September:

- CFA 1 begins at Arkansas-Oklahoma state line extending downstream to Round Hollow Public Access Area (27.7 mile reach of the river);
- CFA 2 begins at Round Hollow Public Access Area extending downstream to Combs Bridge (7.4 mile reach of the river); and,
- CFA 3 begins at Combs Bridge extending downstream to the river's confluence with the Barren Fork Creek (26.4 mile reach of the river).

Administrator Fite explained that this is a temporary application and that there are 118 licenses available for Commercial Float Area #1. Temporary licenses are not renewable and expire on

December 31, 2015.

Commissioner Randall asked if this was legal and part of our rules process.

Administrator Fite answered "yes" and he explained that this was the only option available to

Commissioners for issuing additional CFD Licenses to Arrowhead Resort-Jack Spears.

Barb Daily suggested that OSRC shouldn't approve the application.

Chairman Hilsher asked Jack Spears what river reach he would use the additional CFD Licenses in if approved. Mr. Spears responded that he intends to use them in the Hogshooter Bluff Area

downstream of the Hampton Bridge - Chewey, Oklahoma.

Commissioner Stubblefield motioned to approve the 2015 Temporary 100 CFD License Application for CFA#1. Commissioner Fuhr seconded the motion.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	Abstain
Corp	Absent	Pickle	Absent
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Abstain
Larson	Absent	Stubblefield	Aye

5-Aye and 2-Abstentions

**15. New Business.**

Under the Open Meeting Act, this agenda item is authorized only for matters not known about or which could not have been reasonably foreseen prior to the time of the posting of the agenda or any revised agenda.

No new business.

**16. Adjournment.**

Chairman Hilsher calls for an adjournment.

**The vote follows:**

Bashaw	Absent	Needham	Aye
Bradford	Absent	Peyton	Aye
Corp	Absent	Pickle	Aye
Fuhr	Aye	Randall	Aye
Hilsher	Aye	Spears	Aye
Larson	Absent	Stubblefield	Aye

Unanimous Vote, 7-Aye

Passed and approved this 18th day of August, 2015.

\_\_\_\_\_  
David Pickle  
OSRC Board Secretary/Treasurer

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of notary officer  
My Commission expires: December 11, 2017  
Commission #01019412



Proposal (July 23, 2015)

## Carrying Capacity of the Illinois River

The following statement is a proposal to establish the general scope for a carrying capacity of the Illinois River in agreement between Oklahoma State University (OSU) and the Oklahoma Scenic Rivers Commission (OSRC). The term of this Agreement is specified as beginning August 1, 2015 or date of agreement and ending June 30, 2016 unless sooner terminated, as provided herein. Either party may terminate this Agreement at any time by giving not less than sixty (60) days advance written notice to the other party. In the event of termination, OSRC agrees to pay all costs and non-cancelable obligations incurred by University to date of termination, not to exceed the maximum amount specified in the budget.

### Research team and summary of qualifications:

- Lowell Caneday, Ph.D. – Regents Professor; co-author of the Illinois River Management Plan; co-author of the 2012 Oklahoma Statewide Comprehensive Outdoor Recreation Plan; extensive research related to parks and leisure behavior of park visitors
- Hung-Ling (Stella) Liu, Ph.D. – Research Assistant Professor; co-author of the 2012 Oklahoma Statewide Comprehensive Outdoor Recreation Plan; member of research staff developing resource management plans for Oklahoma State Parks
- I-Chun (Nicky) Wu, Ph.D. – Research Assistant Professor; geospatial analyst; member of research staff developing resource management plans for Oklahoma State Parks; experience with carrying capacity and visitor behavior on rivers and trails
- Fatemeh (Tannaz) Soltani, Ph.D. (Summer 2015) – Post-doctoral fellow; MBA and international tourism experience; visitor behavior in natural resource settings

### Scope of the carrying capacity study:

Carrying capacity is commonly defined as “the amount or type of use an area can sustain without unacceptable change.” In most carrying capacity studies related to rivers, there are four types of capacity that are addressed: (1) physical carrying capacity, (2) facility (design) carrying capacity, (3) social carrying capacity, and (4) ecological carrying capacity. The first three are encompassed in this proposal. Ecological carrying capacity may be added under the leadership of Dr. Tracy Boyer as a separate and independent proposal and agreement.

- Physical carrying capacity is the amount and quality of undeveloped space available for people including the surface of the river and the river corridor.
  - The research team will evaluate the Illinois River corridor and floatable portions of Barren Fork Creek to determine the physical capacity of the resource. This may include using geospatial technology such as Global Positioning System (GPS) data collection and Geographic Information System (GIS) mapping to establish the geographic context of the river corridor.

- Facility (Design) carrying capacity is based on man-made developments essential for recreational activity including put-in and take-out sites, parking areas, public access locations, and campgrounds, each with their included amenities.
  - The research team will establish the geographic context using geospatial technology and document existing developed public access areas and private, commercial properties within the river corridor to determine current design capacity. Then, if social carrying capacity is determined to exceed current design capacity, recommendations regarding future acquisition or lease of properties and recommended development will be included.
- Social carrying capacity is a function of changes in use levels (management parameters) and numbers or types of encounters experienced by visitors (experience parameters).
  - The research team will focus on establishment of a social carrying capacity for the river system or segments of the river corridor. This will include assessment of management parameters (permits, law enforcement presence and interventions, public access points, etc.) and experience parameters (acceptable and unacceptable encounters with other river guests, visitor preferences related to the float experience, perceptions of crowding, perceptions of environmental impacts of human activity, acceptable price levels, value of a float experience, etc.).
- Ecological carrying capacity emphasized the amount of human use an area can withstand without unacceptable changes in the ecosystem. This includes littering, trampling of vegetation, water pollution, over-use of campsites and other human impacts.
  - Dr. Tracy Boyer has indicated an interest in determining the ecological carrying capacity of the Illinois River with additional assessment of pricing and valuation for the permits and the structuring of the permit system. If such study is to be initiated, it would result from a separate and independent proposal and agreement.

Research design:

To achieve the goals of the carrying capacity study, multiple research efforts will be required.

- GPS data collection, GIS mapping, and spatial analysis of the river corridor will be utilized to establish the geographic context for the physical and design carrying capacity.
- On-site visits to public access areas, Oklahoma Scenic Rivers Commission (OSRC) documents and records, and visits to licensed outfitters will be required to generate information to document the carrying capacity of facilities.
- Three research protocols will be utilized to establish social carrying capacity.
  - Observation of specific points on or segments of the river corridor, including put-in locations, take-out locations, and float sections will document visitor preference and behavior under varying conditions.
  - An on-line survey, hosted on Qualtrics and requiring 12 to 15 minutes for response, will be developed based on the best literature and methods available. This survey, focused on social carrying capacity and perceptions of management of the river as experience parameters, will be available to respondents utilizing smart-phones, hand-held units, and computers to access the online survey. A URL and QR codes will be posted at outfitters' locations, at OSRC headquarters, on cards printed for distribution to floaters and guests at public locations and

outfitters' campgrounds and lodging facilities. The URL and QR codes can be posted at convenience stores, printed in newspapers, posted on appropriate websites and in other locations with the intent of generating high levels of public input.

- An identical paper survey will be printed and provided to licensed outfitters and OSRC for delivery to guests at take-out locations, on return bus trips to the outfitters, at outfitters' lodging facilities and campgrounds, or at OSRC public access locations.
- A more detailed and longer survey, based on the best literature and methods available, will be developed to permit a deeper investigation of management parameters (acceptability and unacceptability of policies; law enforcement; management interventions) and more detailed experience parameters (acceptable and unacceptable levels and types of encounters; acceptable and unacceptable recreation behavior; expectations for services; pricing; value of the experience). This more detailed and longer survey may require 20 minutes from a respondent, but would be offered as a voluntary option to those interested in responding.

Project calendar:

- August 2015: Development of the necessary instruments and approval by the Oklahoma State University Institutional Review Board
- Meetings with OSRC personnel to inform development of the necessary instruments and gain approval of observation plan
- Meetings with licensed outfitters to discuss the research protocol and gain support
- Mid-August 2015 through early July 2016: implementation and execution of the research protocol
- An interim report based upon analysis of data collected through December 2015 may be provided to OSRC in January 2016
- July 2016: final analysis of data
- July 2016: written reports and presentations to OSRC

Estimated budget: \$28,100

Contact:

Ed Fite, Administrator  
Oklahoma Scenic Rivers Commission  
15971 N. Highway 10  
Tahlequah, OK 74464

Personnel	Detail	Rate	% of time	Months	Total
<b>Research team salaries</b>					
Lowell Caneday	Volunteer				\$0
Hung Ling (Stella) Liu	Volunteer				\$0
I-Chun (Nicky) Wu	Volunteer				\$0
Fatemeh (Tannaz) Soltani	2/2016 – 6/2016	\$4,000	25%	5	\$5,000
Subtotal Research team					<b>\$5,000</b>
<b>Research Staff</b>					
Research Staff	Throughout project	\$4,000			\$4,000
Subtotal staff					<b>\$4,000</b>
<b>Fringe benefits</b>		Rate			
Faculty (non-retirement)		21.93%			\$1,097
Student Research Staff		8.70%			\$348
Subtotal					<b>\$1,445</b>
<b>Supplies &amp; Materials</b>					
Supplies		General office supplies			\$1,000
GPS supplies		As needed to conduct project			\$498
Printing		As needed to conduct project			\$2,000
Subtotal					<b>\$3,498</b>
<b>Travel - In state</b>		Trips	Average per trip	Days/trip	
Vehicle rental - OSU Transportation Services	\$30 per day	10	1	3	\$900
Mileage - OSU Transportation Services	\$0.20 per mile	10	350	3	\$2,100
Lodging	On-site visits (3 people/trip)	10	\$83	3	\$4,980
Per diem	On-site visits (3 people/trip)	10	\$46	3	\$3,623
Subtotal					<b>\$11,603</b>
Total modified direct cost					<b>\$25,545</b>
Allowable F&A rate		45.80%		\$11,700	
Waived F&A		35.80%		\$9,145	
Effective F&A rate		10.00%		\$2,555	<b>\$2,555</b>
<b>Total project costs</b>					<b>\$28,100</b>

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer as of the day and year noted.

**UNIVERSITY:**  
**OKLAHOMA STATE UNIVERSITY**

**SPONSOR:**  
**OKLAHOMA SCENIC RIVERS  
COMMISSION**

by: *Kenneth W. Sewell*

Kenneth W. Sewell  
Vice President for Research

Date: 7/15/15

by:

Ed Fite, Administrator

Date:

**PRINCIPAL INVESTIGATOR'S ACKNOWLEDGEMENT:**

I have read this agreement and agree to perform the specified obligations as principal investigator and project leader under this agreement. I will inform students and other participants working on this research of their rights and obligations under this agreement.

The Principal Investigator will employ and directly supervise appropriate personnel in provision of research and implementation of this study to establish a carrying capacity for the Oklahoma Scenic Rivers Commission.

Oklahoma State University reserves the right to reallocate funds in order to meet project objectives.

By:

*Nicky Wu & Stella Liu*

Nicky Wu & Stella Liu

07-06-2015

Date

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**AND**  
**OKLAHOMA SCENIC RIVERS COMMISSION**  
  
**FY-2016 LAND PROTECTION DIVISION GRANT CONTRACT**

All to be in accordance with the attached, signed Agreement.

To be billed monthly in arrears.

PURPOSE

The Oklahoma Scenic Rivers Commission (OSRC), an agency of the State of Oklahoma, has a mission to preserve and protect the aesthetic, scenic, historic, archaeological and scientific features of the Illinois River and its tributaries (Barren Fork Creek and Flint Creek). Among its annual operational activities, litter control and abatement are critical components of the agency's efforts to prevent pollution and protect the aesthetic values of the water and other natural resources within the scenic rivers system. The importance of these pollution-prevention measures is reflected by the recognition provided in the Oklahoma Scenic Rivers Act of the threat of litter to the state's free-flowing streams and surrounding areas (O.S. 82, §1455).

Reduced OSRC funding from legislative appropriations in conjunction with the restricted ability of the agency to levy adequate fees that would enable self-supporting funding, has seriously limited the ability of the agency to address the demands of litter control. This project will help alleviate these burdens by securing support of the Oklahoma Department of Environmental Quality for the purpose of preventing pollution of waters within a scenic river area, as specifically authorized under the Oklahoma Scenic Rivers Act (O.S. 82, §1457).

**Contract**

AGREEMENT MADE between the Oklahoma Department of Environmental Quality, whose mailing address is P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677, hereinafter referred to as "ODEQ" and the Oklahoma Scenic Rivers Commission, whose mailing address is P.O. Box 292, Tahlequah, Oklahoma 74465-0292, hereinafter referred to as "OSRC."

**Section One**  
**General Provisions and Requirements**

The ODEQ is interested in supporting the efforts of the OSRC to adequately staff and maintain litter control and abatement activities as a pollution-prevention control on Oklahoma's scenic Illinois River, its tributaries and surrounding areas.

The ODEQ has determined that OSRC will utilize funding supplied under this contract to provide goods and services as necessary to address the following project objectives:

1. Employ, equip, and maintain seasonal employees dedicated to litter control and clean-up activities and "trash cop" law enforcement on the river and in related public access areas, focusing on litter/trash abatement.
2. Promote litter-reduction and proper trash disposal among the estimated 150,000-200,000 seasonal floaters on the Illinois River by distributing single-use and reusable trash sacks to the users of both commercial and private flotation devices.
3. Promote and facilitate recycling as an alternative to disposal of solid waste materials generated at select public access areas along the Illinois River, supplying educational signage and recycling collection containers at said areas.

OSRC shall provide quarterly progress reports to the Director of Waste Systems Planning of the Land Protection Division of the ODEQ. Quarterly reports required by this section shall include a description of the accomplishments, by project objective, during the quarter and shall be due thirty (30) days after the end of the quarter.

**Section Two**  
**Term of Contract**

This Agreement shall commence of July 1, 2015 and except as otherwise provided herein, shall terminate on June 30, 2016.

**Section Three**  
**Compensation**

The ODEQ shall reimburse OSRC from funds made available through State solid waste fees for costs incurred in fulfillment of this contract. Total reimbursement to OSRC under this Agreement shall not exceed the sum of fifty thousand dollars (\$50,000). A reduction in available solid waste fee funds shall result in a direct reduction in both the dollar amount available to pay to OSRC and the scope of work required of OSRC; provided that nothing herein shall be construed to impose any obligation on the ODEQ to pay for services rendered by the OSRC and incurred as a provision of any appropriations of state funds.

Payment to OSRC will be made upon receipt of an invoice submitted monthly in arrears. The invoice shall include costs incurred for each element with itemization for salaries, fringe benefits and travel, and must be submitted to the ODEQ within forty-five (45) days of the close of each State quarter. OSRC will be responsible for maintaining time reports on all employees performing work on this contract for the purpose of work verification by the ODEQ.

## **Section Four Assignments and Delegation**

The rights, benefits, privileges, obligations, and responsibilities of OSRC shall not be assigned or delegated to a third party without the express written consent of the ODEQ.

## **Section Five Modification**

This Agreement may be amended in writing and not otherwise.

## **Section Six Notice**

All notices required to be served by provisions of this Agreement shall be in written form and may be served on the other party personally or may be served by sending a letter by certified mail to the address as herein above given. Notice shall be effective on the day of delivery or mailing.

## **Section Seven Relationship**

OSRC is considered an independent contractor retaining sole control of the manner and means of performing this contract. All persons performing services under this Agreement are agents, servants or employees of OSRC and are not to be considered for any purposes as the agents, servants, or employees of ODEQ.

## **Section Eight Benefits**

The ODEQ assumes no responsibility for any payments of fringe benefits available to officers and employees of the OSRC.

## **Section Nine Work Product**

Upon completion, termination or cancellation of this Agreement, the work produced by the OSRC including, but not limited to, documents, data, studies, surveys, drawings, maps, models, reports, and photographs, shall become property of both the OSRC and ODEQ and shall not be utilized for the personal benefit or gain.

## **Section Ten Remedies**

Upon ten (10) days' notice, either party may terminate or suspend this Agreement, in whole or in part, for good cause including, but not limited to, the following:

- A. Breach of any covenant, condition, or Agreement contained herein.
- B. Failure to perform the services set forth in Section One and requirements thereto.

- C. Making unauthorized or improper use of contract funds.
- D. Submission of an application, report, or other document pertaining to this contract which contains a misrepresentation of a material nature or is incorrect or incomplete in any material respect.
- E. The carrying out of the scope of services or the objectives of this contract is rendered improbable, infeasible, impossible, or illegal.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. This section shall not be deemed to exclude an action at law for legal or equitable relief by the parties.

### **Section Eleven Cancellation**

This Agreement may be cancelled, with or without cause, at any time upon thirty (30) days' notice; provided that OSRC shall be entitled to receive just and equitable compensation for any work completed and found satisfactory by the ODEQ.

### **Section Twelve Prohibitions**

OSRC shall refrain from transferring or directing funds received under the Agreement in the following manner:

- A. With respect to all payments from ODEQ or on behalf of ODEQ, to refrain from paying, returning or transferring all or any part of such payments directly or indirectly to or for the benefit of any employee, official, or other consultant/contractor of the ODEQ.
- B. With respect to all payments received from or on behalf of the ODEQ, to refrain from paying, returning, or transferring all or any part of such payment directly or indirectly to or for the benefit of any government official, including any officer or employee of any government or department, agency or instrumentality thereof, for any official action or decision of such recipient or beneficiary to use his influence with any government, department, agency or instrumentality thereof or any political party.
- C. With respect to all payments received from or on behalf of the ODEQ, to refrain from paying, returning, or transferring all or part of such payments directly or indirectly to or for the benefit of any third party for any purpose which is unlawful or improper under the laws of the State of Oklahoma, United States of America, or any other applicable jurisdiction, or from otherwise applying all or any part of such payments directly or indirectly to any such illegal or improper purpose.
- D. With respect to all payments received from or on behalf of the ODEQ, to refrain from directing the payments of such funds in any manner which violates the tax currency exchange or other laws of the State of Oklahoma, the United States of America or any other applicable jurisdiction.

- E. Upon request, OSRC will respond to the ODEQ or its independent accountant or any duly empowered agency of the State of Oklahoma with respect to its compliance with the covenants contained herein.

In accepting this contract with ODEQ, the OSRC agrees that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to the contract are subject to examination by ODEQ and the State Auditor and Inspector.

AGREEMENT EXECUTED by the ODEQ on the \_\_\_\_ day of \_\_\_\_\_, 2015.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Catherine Sharp, Director - Administrative Services

ATTEST:

\_\_\_\_\_

AGREEMENT EXECUTED by the Contractor on the 6<sup>th</sup> day of AUGUST, 2015.

OKLAHOMA SCENIC RIVERS COMMISSION

\_\_\_\_\_  
*Ed Fite*

Ed Fite, Administrator

ATTEST:

*Cheryl M. Allen*  
Cheryl M. Allen, Notary



\_\_\_\_\_



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: Oklahoma Scenic Rivers Commission (Agency #568)

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

August 5, 2015  
Certified This Date

EDWARD H. FITE, III  
Printed Name

Administrator  
Title

(918) 456-3251  
Phone Number

ed.fite@osrc.ok.gov  
Email

(918) 456-8466  
Fax Number

020

**COOPERATIVE AGREEMENT**  
**Between**  
**OKLAHOMA CONSERVATION COMMISSION**  
**And**  
**OKLAHOMA SCENIC RIVERS COMMISSION**  
OCC ID #

This Agreement, by and between the Oklahoma Conservation Commission (hereinafter "Commission") and Oklahoma Scenic Rivers Commission (hereinafter "OSRC"), is accepted by both the Commission and the OSRC for assistance and support that are of mutual interest to the parties, under a prime federal award from the Environmental Protection Agency (EPA), FFY 2015/2016 §319(h), OCC Projects 15-175, 16-180.

**NAME OF PROJECT**

FY 2015 §319(h) FY 2015 - 2016 §319(h) Project 2, Oklahoma Conservation Commission, Implementation of the NPS Management Program, January – December 2015, Subtask 2.4.5.

FY 2016 §319(h) FY 2015 - 2016 §319(h) Project 6, Oklahoma Conservation Commission, Implementation of the NPS Management Program, January – December 2016, Subtask 6.4.5.

**PURPOSE**

Provide funds of \$8,200.00 to pay cost for placement and servicing of recreational portable toilet facilities in the Illinois River Watershed to reduce nutrient and bacteria pollutant loading.

Provide \$19,938.00 to fund one-quarter cost of the total OSRC cost-share match for USGS gaging stations in the Illinois River Watershed to bolster monitoring through the collection of additional high flow samples for data that is utilized for evaluation of NPS program success. Total FY-2016 OSRC cost-share match for the USGS Water Quality Monitoring and Stream Gaging Network Program is \$79,750.00.

**CONTRACT TERMS**

**Effective Date/Duration:** This Agreement shall be valid and in effect July 1, 2015 through June 30, 2016.

Either party may request termination of this Agreement upon written notice to the other party not less than 30 days prior to termination. Early termination of this Agreement shall require an amendment to this contract and may require reimbursement up to Agreement Amount.

**Costs, Billings, and Method of Payment:** This Contract is to utilize funds in the amount of \$28,138. The Commission agrees to pay to the OSRC an amount not to

exceed \$28,138 from EPA's FFY 2015 §319(h) grant for the services and other items to be delivered hereunder.

The OSRC shall submit to the Commission Requests for Payment (invoices) requesting payment for reimbursement of actual costs up to the maximum amount provided above. Said Requests for Payment shall include an itemization of expenditures to be reimbursed by category for the current period and cumulative for the project-to-date. The Final Financial Report (Invoice) shall be due no later than sixty (60) days following the termination of this Agreement.

Upon receipt of said Requests for Payment, the Commission shall submit the corresponding payment of funds to the OSRC within thirty (30) days of receipt of invoice.

**Commission Responsibilities:** The Commission agrees to:

1. Provide payment to reimburse costs as outlined above.

**OSRC Responsibilities:** The OSRC agrees to:

1. Obtain portable toilets and place them appropriately for use by recreational visitors to the Illinois River.
2. Pay USGS for USGS gaging stations along the Illinois River.
3. Submit Requests for Payment.
4. Work with the Commission to provide any documentation that the Commission requires to fulfill the requests of the prime funding agency, if appropriate.
5. Maintain appropriate accounting records for these funds.

**Audit Clause:** The Oklahoma State Auditor and Inspector or cognizant federal or state audit agency shall, under this Agreement, have access to and the right to examine during normal working hours any pertinent books, documents, papers, or records of the Commission, the OSRC, or any of its sub-recipients engaged in the performance of or involving any transactions related to this Agreement.

**Funding Default:** The Environmental Protection Agency controls the major portion of the funds of this Project. In the event funds become unavailable from the prime agency, notice will be given to the OSRC and this Agreement shall automatically terminate. Reimbursement will then be made for work completed to the satisfaction of the Commission upon the effective date of termination, including any non-cancelable obligations.

**Compliance:** This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of this Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with the laws, as are applicable in any way to the performance of this agreement including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

**Non-Collusion:** No member or employee of the Commission or the OSRC shall be allowed to financially profit from this Agreement.

**Amendment Clause:** This Agreement may be modified by mutually acceptable written amendments, and must be duly executed by authorized officials of the Commission and the OSRC.

**Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement that is illegal, invalid, or unenforceable, the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**OKLAHOMA CONSERVATION COMMISSION**

By: \_\_\_\_\_  
Trey Lam, Executive Director

Date: \_\_\_\_\_

**OKLAHOMA SCENIC RIVERS COMMISSION**

By: \_\_\_\_\_  
Gerald Hilsher, Chairman

Date: \_\_\_\_\_  
August 18, 2015

Attest: \_\_\_\_\_  
David Pickle, Secretary/Treasurer

Date: \_\_\_\_\_  
August 18, 2015

# **Proposal for State Governmental and Regulatory Consulting Services**

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**Proposal submitted to:**

**Mr. Ed Fite**

**Administrator**

**Oklahoma Scenic Rivers Commission**

**Submitted By:**

**Howard L. (Bud) Ground**

**Common Ground Consulting, LLC**

# Proposal for State Governmental and Regulatory Consulting Services

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May 28, 2015

Dear Mr. Fite:

It is my pleasure to provide you with a proposal to represent the Oklahoma Scenic Rivers Commission at the State Capitol as well as the State regulatory agencies. I have included information that I thought would be helpful for you and your board in understanding my principles and professionalism.

I believe that by working together, I can help you stay informed on water and agency issues being discussed at the Capitol as well as at the Oklahoma Water Resources Board, Oklahoma Department of Environmental Quality and the Conservation Commission, etc. I have almost 30 years of experience working with the various state agencies and have lobbied at the state Capitol for the past 12 years.

I look forward to working with you and your staff.

Sincerely,

*Howard Ground*

Howard L. (Bud) Ground

President

Common Ground Consulting, LLC.



# RESUME

## Howard L. (Bud) Ground

1936 Bunting Court, Edmond, OK 73034 • 405.509.1135 • Bud@cgc-llc.net

### TRUSTED EXECUTIVE BUSINESS LEADER ~ Competitive Advantage

**Profile:** MBA - Senior Executive-Energy Business Leader whose background reflects strengths in organizational and departmental planning, integrated resource planning, and multi-million dollar budgetary accountability within a Fortune 500 business environment. An enthusiastic entrepreneurial spirit, when coupled with collaborative leadership style, offers strong combination of expertise transferable to diverse organizations and professional opportunities.

#### Professional Benchmarks include, but not limited to:

- ☑ **Performance Metrics:** Managed accountability, organizational efficiency, and overall performance of diverse departments including governmental affairs department and energy production facilities. Integrated business planning for customer demand, marketing programs, energy production requirements and facilities management, supporting more than 500,000 customers in Oklahoma.
- ☑ **Fiscal Management:** Wholly accountable for annual O&M and Capital budgets up to \$25M including development, cost controls, oversight, and monthly reporting. [Maintained plant O&M budget within +/-2% six out of eight years]
- ☑ **Educator/ Lobbyist to State Government:** Passed three complex industry specific pieces of Legislation in 2013, two in 2014, exemplifying mutually respectful relationships with executive leadership-- Governor and Lt. Governor, Secretaries of Energy and Environment, as well as Speaker of the House, Senators, Congressmen, and state agency directors.
- ☑ **Business Development:** Developed internal thirty party consulting business while continuing to provide the same high level of internal service -- generated 20% above projected departmental budget at an average of 20% margin.
- ☑ **Corporate/Community Spokesman:** Represents company before television and press media on complex governmental and environmental issues; provided expert testimony before many governmental agencies, legislative committees, boards, commissions, and various other entities.

### CORE QUALIFICATIONS AND KEY STRENGTHS

- Multi-Department Management
- Business Development/Ops
- Budget Development/Forecasting
- Financial Admin//Fiscal Reporting
- Strategic & Tactical Planning
- Cost/Benefit & Data Analysis
- Target Marketing/Trend Analysis
- Strategic Business Partnerships
- Asset Management & Disposition
- Continuous Process Improvement
- Policy Formulation/Implementation
- Brand Marketing/Public Visibility
- Staff Professional Development
- Multi-Project Management
- High-level Communications Skills
- Green Technology Advocate
- Persuasive Presentation Skills
- Team Builder/Coach/Mentor
- Personnel Development
- Customer Focused Relationship Management
- Organized, Resourceful, Adaptable
- Creative Problem-Solving
- Collaborative Management Style

## RELEVANT PROFESSIONAL EXPERIENCE 1981 - Present

**UNIVERSITY OF CENTRAL OKLAHOMA**, Edmond, Oklahoma *\*The third largest university in the state with a student population of almost 20,000 students. As one of the oldest institutions [est. 1890] of higher learning in the Southwest, the university was recognized by the EPA as the 2009-2010 Individual Conference Champion for using more green power than any other school in the Lone Star Conference.*

➔ **Adjunct Professor [08/2010 to Present]**

Instructor of a unique undergraduate program, "Success Central," designed specifically to assist students in transitioning to university life. Teach leadership skills and practical techniques that improve and refine students' academic success while assisting each one to navigate smoothly through their first year of college.

**COMMON GROUND CONSULTING, LLC.** *\*Initiated a new chapter in life that utilizes technical strengths, professional relationships and knowledge of regulatory and legislative issues in Oklahoma. Providing contract environmental, regulatory and legislative consulting to companies that need to monitor and navigate through the complex governmental and regulatory processes in Oklahoma.*

➔ **President, Oklahoma City, Oklahoma [12/2014 to Present]**

**AMERICAN ELECTRIC POWER/ PUBLIC SERVICE COMPANY OF OKLAHOMA (AEP-PSO)** *\* Noted as one of the largest electric utilities in the United States, serving over 5 million customers in 11 states. As a subsidiary of AEP, PSO serves more than 500,000 retail customers in Oklahoma. Currently Reports directly to the VP of External Affairs - Member, Corporate Senior Management Team*

➔ **Manager Governmental & Environmental Affairs, Oklahoma City, Oklahoma [2004 to 12-2014]**

➔ **Manager, Air Quality Services, American Electric Power, Dallas, Texas [1998 to 2004]**

➔ **Manager, Environmental Services - Tulsa, Oklahoma [1992 to 1998]**

➔ **Technical Support Supervisor, Senior Engineer, Power Plant - Tulsa, Oklahoma [1981 to 1992]**

Serves as primary contact, lobbyist, and representative on all issues before the state legislature, state governmental agencies, and industry/trade and public advocacy groups. Managed and provided administrative direction to a team of 14 professionals, promoting and sharing a corporate vision through oversight and implementation of state governmental and environmental affairs initiatives. **Over the course of career, have been wholly accountable for the following activities and results within key functional areas:**

**LEGISLATIVE AND INDUSTRY NETWORKING ACTIVITIES:** Accepted by senior management, employees, industry and legislative partners as key advisor and relationship manager who values divergent points of view -- finds common ground, builds consensus and accomplishes managements' vision across multiple levels of influence.

- **Working** directly with the Governor and Secretaries of Energy and Environment, recently negotiated an **\$850M** federal compliance plan down to **\$350M**, meeting complex environmental requirements of state and federal agencies.
- **Appointed** to a special task force by the Governor to work on energy issues and bond indebtedness.
- **Sought** out frequently by Congressmen and Senators for advice on industry issues and potential impact of related legislation.
- **Initiates** and maintains strong professional relationships with regulators, legislators and industry representatives, lobbying on the development of energy and environmental laws and regulations.
- **Commended** by industry leaders and peers for legislative influence -- passed three pieces of favorable legislation in 2013, four in 2014 and assisted with many others.
- **Stays** abreast of current regulations and impending legislation and develops a broad spectrum of strategic messaging/communications and action plans including talking points, print pieces, media releases, etc.
- **Works** closely with corporate communications department in crafting internal and external messaging.

- **Advises** and supports Political Action Committee activities, assisting with budget development and membership strategies.

**OPERATIONS MANAGEMENT/ FISCAL STEWARDSHIP:** Proven history and record of success in leading highly regulated, service-oriented departments requiring in-depth understanding and skills in fiscal administration, operations management, policy development, personnel management and intra-corporate team building and collaboration. Appointed by senior management to **facilitate** "Business Effectiveness Study" on corporate restructuring -- earned **Corporate Key Contributor Award**.

- **Originated** and implemented a long-range integrated business plan based on projections for customer demand, marketing programs, and production requirements -- managed annual department **\$10M** Operations and Maintenance budget.
- **Developed**, prepared, and maintained multi-million O&M and capital budgets up to **\$25M** with monthly reporting requirements.
- **Negotiated** numerous contracts for special projects and services up to **\$10M** including tracking, monthly reporting, and year end projections.
- **Directed** department of engineers, scientists, and lab technicians engaged in providing full environment health and safety support to over **100** generating units as well as greater than **50** service centers and fleet facilities in a four state area.
- **Charged** with creating an internal third party consulting business that proved successful in exceeding management's expectations.
- **Utilizing** the highly complex federally mandated [FERC] accounts system, prepared annual budgets including salaries, projects, parts and supplies per plant facility operations -- maintained budget +/- 2% 6 out of 8 years.

**STRATEGIC PLANNING AND REGULATORY COMPLIANCE:** Recognized as subject matter expert, routinely addressing senior management members and corporate board of directors; and testifies before many governmental agencies, boards, commissions and legislative committees.

- **Developed** corporate strategy to comply with multiple environmental regulations in Texas that required a five year plan and over **\$100M** in capital.
- **Co-established** a customer stakeholder forum to discuss various issues including environmental sustainability, elderly and low income, and energy efficiency.
- **Established** an audit program to assure compliance with permitted requirements and to monitor internal established processes.
- **Recognized** by Management -- earned **Corporate Key Award** two consecutive years for development of key legislation and subsequent passage for the Electric Territory Act.
- **Selected** by senior management for a cross functional team to study and make recommendations on alternative rate designs which included an innovative "decoupling" of sales volume from total revenue.

## FORMAL EDUCATION AND PROFESSIONAL DEVELOPMENT

**OKLAHOMA CITY UNIVERSITY, Oklahoma City, Oklahoma**  
Master of Business Administration  
Graduated With Honors

**OKLAHOMA STATE UNIVERSITY, Stillwater, Oklahoma**  
Bachelor of Science, Mechanical Engineering Technology

**Ohio State University Fisher College of Business, Columbus, Ohio**  
Strategic Leadership

**Penn State University, University Park Pennsylvania**  
Executive Technical Management Program

•  
Project Management, Quality Management, Quality Advisor, Managerial Grid, Public Speaking, Technical Writing, Business Ethics, Utility Economics, Diversity Awareness, Risk Management Seminar

## PROFESSIONAL AFFILIATIONS AND COMMUNITY SERVICE

- American Society of Mechanical Engineers - past chapter officer
- Keep Oklahoma Beautiful - Past Board President
- Oklahoma State Chamber Legislative and Natural Resources Committee
- Edmond Chamber Government Relations Council
- Environmental Federation of Oklahoma - President
- OSU Environmental Science Graduate Program Advisory Board Member
- Oklahoma Renewable Council - Board Member
- Oklahoma Academy for State Goals
- Association of Energy Engineers
- Tulsa Air Quality Task Force
- Leadership Edmond Graduate Class XXI
- Leadership Oklahoma Class Graduate Class XXVII

## SCOPE OF SERVICES

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I am a professional lobbyist with 12 years of full time lobby experience and almost 30 years of experience working as a technical expert at the Capitol for my past employer and with the various regulatory agencies. I provide full-service state governmental and regulatory consulting services while representing my clients in a straight forward, honest and ethical manner.

My services include:

### **Issue Management –**

- Sit down with key personnel to fully understand client's issues.
- Develop legislative and regulatory goals with client.
- Identify and track legislation– I read every bill that relates to the client and track the progression of the legislation.
- Identify and track regulation – I track changes in state regulation that might impact the client.
- Analyze proposed changes to determine which issues could impact client or be used by client to change current policy.
- Develop a tracking list of priority issues.
- Develop strategy with client for obtaining desired result from proposed legislation and regulations.

### **Communication –**

- Periodically communicate tracked issues with the client and provide regular reports.
- Assist client in developing key communication pieces and testimony to be used at the legislature and regulatory agencies.
- Present client's position at the state legislature and regulatory agencies.
- Assist in providing coordination and cooperation between client, legislature and regulatory agencies.
- Educate and influence elected officials and regulatory bodies on issues that impact client. (I consider myself a legislative educator. I educate on the issues and influence with my relationships, knowledge and integrity)
- Address the Oklahoma Scenic Rivers Commission Board as requested.

## Relationships –

- Maintain daily presence at the State Capitol during legislative session.
- Attend appropriate committee meetings to track current discussions and positions of legislators and committee.
- Discuss issues with key legislators, staff, other lobbyists, and state agency personnel to make them aware and to build trusting relationships that allow for education and influence on priority issues.
- Coordinate legislative activities with the State Chamber, other like organizations, businesses, individuals, etc. to form productive coalitions.
- Attend agency meetings as necessary to track priority issues and build relationships.

# KNOWLEDGE AND STRENGTHS

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The knowledge and strengths that I bring to IHSI include:

## **Reputation:**

I have worked very hard to build and maintain a reputation among legislators, agencies, staff and other lobbyist of being honest, truthful and above board in my dealings.

## **Work Ethic:**

I believe that you must be present to be effective. I have found that is imperative to be at the capitol every day that they are in session. It is important to spend time talking to legislators, assistants and staff during times when you do need anything.

## **Bi-partisan Support:**

I believe that you must work both sides of the aisle and build bi-partisan coalitions to be successful.

## **Believe in the Cause:**

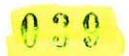
I have to believe in the cause before I will take on a client. I cannot work for a client that does not fit into my value system.

## **Negotiation:**

I have found that sometimes it is best to negotiate the best deal you can get and accept small successes. Then go back next year and work on getting more.

## **History of Success:**

I have been very successful in promoting industry specific legislation and stopping harmful legislation. I worked on one piece of legislation for four years to make it through the process due to the strong opposition and there have many times that a few words have been added that made tremendous impacts.



# CONFLICT OF INTEREST STATEMENT

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Howard L. (Bud) Ground, dba Common Ground Consulting, LLC., has no known conflicts of interest with the Oklahoma Scenic Rivers Commission.

## CLIENT LIST

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Since forming Common Ground Consulting, LLC. on September 17, 2014 I have been retained by the following companies to provide governmental and regulatory consulting services.

1. Oklahoma Oil and Gas Association
2. Environmental Federation of Oklahoma
3. Public Service Company of Oklahoma (regulatory services only)
4. Enable Midstream (share with another lobbyist)
5. Summit Power
6. NewView Oklahoma (rehabilitation services for the blind and visually impaired)
7. Downtown Oklahoma City, Inc.

## DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 18<sup>th</sup> day of August, 2015, by Donald L. Lucas, Jr and Sefika Lucas, having an address at 9845 North 563 Road, Proctor, OK 74457 ("Grantors"), in favor of the Oklahoma Scenic Rivers Commission, an agency of the State of Oklahoma, having an address at P.O. Box 292, Tahlequah, OK 74465-0292 ("Grantee").

### WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Cherokee County, Oklahoma, an 2 acre tract of land located immediately adjacent to the Illinois River just in the NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 18, Township 18 North, Range 23 East I.B.M., particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the property possesses aesthetic, scenic, historical, archeologic, and scientific features values (collectively, "conservation values") of great importance to Grantors, the people of Cherokee County and the people of the State of Oklahoma; and

WHEREAS, in particular, the property in recent years has been used to store old/inoperable vehicles located immediately adjacent to the Illinois River. The placement of said vehicles is aesthetically unpleasing to the viewshed of the river corridor. If the vehicles were removed from the property followed with re-introduction of trees and other vegetation would make it ideally situated to intercept surface runoff, wastewater, subsurface flow and deeper groundwater flows from upland sources for the purpose of removing or buffering the effects of associated nutrients, sediment, organic matter, pesticides or other pollutants prior to entry into surface waters and ground water recharge areas and mitigate the aesthetic impact to the river's viewshed; and

WHEREAS, Grantors intend that the conservation values of the Property be restored, preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with the conservation values; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property

for a term of thirty (30) years until September 01, 2045; and

WHEREAS, Grantee is a State government agency authorized to purchase easements and fee title to land within its operating area, and a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation and protection of land in the scenic rivers area in its aesthetic, scenic, historical, archeologic, and scientific features; and

WHEREAS, Grantors have agreed to participate in the Oklahoma Conservation Commission-Oklahoma Scenic Rivers Commission USEPA 319 Riparian Protection Program and have received a lump sum payment equal to Seventy-Five Dollars (\$75.00) per acre for each year of this Easement;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of Oklahoma, and in particular Title 60, Sections 49.1 - 49.8 of the Oklahoma Statutes, Grantors hereby voluntarily grant and convey to Grantee a conservation easement for a term of thirty (30) years, until September 01, 2045, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained predominantly in its aesthetic, scenic, historical, archeologic, and scientific values and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors agree to create or maintain the Property as an area of grass, trees and/or shrubs adjacent to the Illinois River and its tributaries. Permitted uses of the Property shall be determined by the Grantee consistent with the purpose of this Easement and shall include, without limitation, pedestrian access for camping, hiking, fishing, non-motorized mountain biking and bird watching/nature tours.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance

with section 5; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in section 5.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) operation of ATV's four-wheelers and other off-road motorized vehicles;
- (b) placement or storage of old inoperable vehicles;
- (c) harvesting of timber except by written plan approved and executed by the Oklahoma Department of Agriculture, Food and Forestry;
- (d) land application of fertilizers, herbicides, and pesticides;
- (e) livestock grazing and hay cutting/baling;
- (f) gravel mining, harvesting, or removal; and
- (g) development of any permanent structure.

4. **Reserved Rights.** Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. **Grantee's Remedies.**

5.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use of activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

5.2 **Injunctive Relief.** If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail

to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

**5.3 Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of aesthetic, scenic, historical, archeologic, and scientific values. Without limiting Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action of the Property.

**5.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this section 5 without prior notice to grantors or without waiting for the period provided for cure to expire.

**5.5 Scope of Relief.** Grantee's rights under this section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 5.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**5.6 Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.

**5.7 Forbearance.** Forbearance by Grantee to exercise its rights under

this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

**5.8 Waiver of Certain Defenses.** Grantors hereby waive any defense of laches, estoppel, or prescription.

**5.9 Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**6. Costs, Liabilities, Taxes, and Environmental Compliance.**

**6.1 Costs, Legal Requirements, and Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable governmental permits and construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

**6.2 Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**6.3 Representations and Warranties.** Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

- (a) No substance defined, listed, or otherwise classified pursuant to any

federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantors and the Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

(d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

6.4. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

6.5 **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the Oklahoma Environmental Quality Code.

6.6 **Hold Harmless.** Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and the Oklahoma Environmental Quality Code, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, or from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs 8.1 through 8.5.

## 7. **Extinguishment and Condemnation.**

7.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the pro-rated amount of the remaining years of the lump-sum payment received by Grantors under the USEPA 319 Riparian Protection Program as consideration for this Easement.

7.2 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantors and Grantee shall act jointly to recover the full value

of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be the pro-rated amount identified in 7.1 above.

**7.4 Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this section 7 in a manner consistent with its conservation purposes, which are exemplified by this grant.

**8. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Title 60, Sections 49.1 - 49.8 of the Oklahoma Statutes (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantors of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

**9. Subsequent Transfers.** Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**10. Estoppel Certificates.** Upon request by Grantors, Grantee shall within thirty (30) days execute and deliver to Grantors, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantors' compliance with any obligation of Grantors contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantors request more current documentation,

Grantee shall conduct an inspection, at Grantors' expense, within forty-five (45) days of receipt of Grantors' written request therefor.

11. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

Donald L. Lucas, Jr and Sefika Lucas  
9845 North 563 Road  
Proctor, OK 74457

To Grantee:

Oklahoma Scenic Rivers Commission  
P.O. Box 292  
Tahlequah, OK 74465-0292

or to such other address as either party from time to time shall designate by written notice to the other.

12. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Adair County, Oklahoma, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. **General Provisions.**

13.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Oklahoma.

13.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of Title 60, Sections 49.1 - 49.8 of the Oklahoma Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

13.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

13.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

13.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

13.6 **Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.

13.7 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for a period of 30 years with the Property. The terms "Grantors" and "Grantee," wherever used here, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

13.8 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate September 01, 2045. Grantee shall file a Release of Easement upon the automatic termination of this Easement upon request of Grantor.

13.9 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

13.10 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has

signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns until September 01, 2045.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

**GRANTORS:**

\_\_\_\_\_  
Donald L. Lucas, Jr

Date \_\_\_\_\_ Date \_\_\_\_\_

Sefika Lucas

\_\_\_\_\_  
Gerald Hilsher  
Chairman

Date \_\_\_\_\_ Date \_\_\_\_\_

David Pickle  
Secretary

**SCHEDULE OF EXHIBITS**

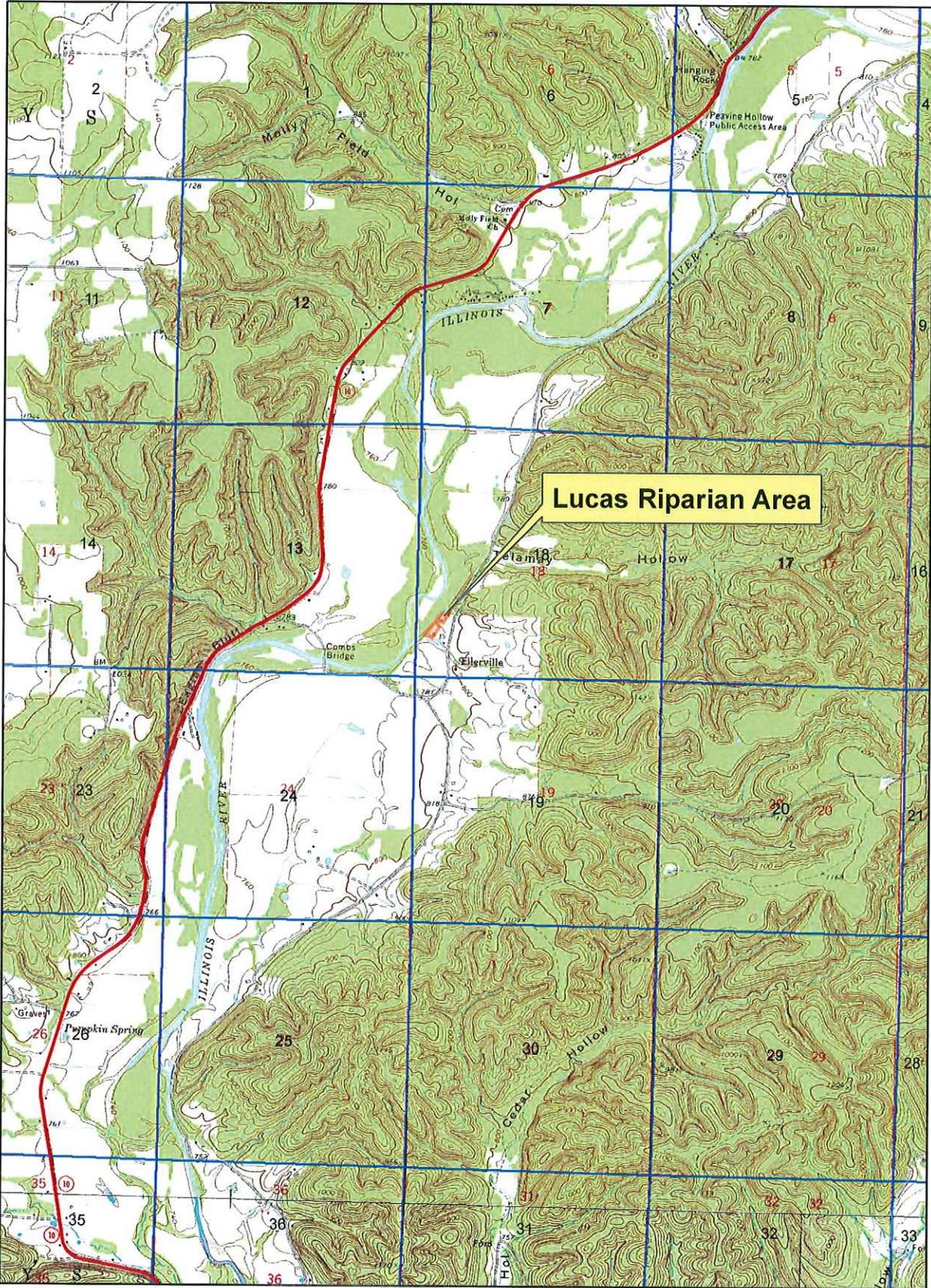
- A. Legal Description of Property Subject to Easement
- B. Site Descriptions/Map

# Don Lucas 2



EXHIBIT "A"

# Don Lucas



**EXHIBIT "A"**