



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

**AGENDA - REGULAR MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
IMMEDIATELY FOLLOWING THE MEETING
OF THE COWETA CITY COUNCIL
MONDAY, NOVEMBER 4, 2019 6:00 P.M.**

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chairman and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority will act on an agenda item after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

EVETTE MORRIS _____
HAROLD CHANCE _____
NAOMI HOGUE _____
LOGAN BROWN _____
RANDY WOODWARD _____

III. CONSENT

(All matters under the "Consent Calendar" are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from consent by request.)

1. Approval of the Minutes of the Regular Meeting

Approval of the minutes of the Coweta Public Works Authority Regular Meeting held on October 7, 2019.

Documents:

[191004 MINUTES OF PWA.PDF](#)

2. 2020 Regular Public Meeting Schedules

Approval of the 2020 regular meeting dates schedule for the Coweta Public Works Authority.

Documents:

[191104 2020 PUBLIC MEETING SCHEDULE.PDF](#)

3. 2020 Holiday Calendar

Approval of the 2020 holiday calendar for the Coweta Public Works Authority.

Documents:

[191104 2020 HOLIDAY CALENDAR.PDF](#)

IV. OLD BUSINESS

1. Resolution 2019-32 Regarding Budget Amendments FY 19-20

Discussion and possible action on the adoption of Resolution No. 2019-32, a Resolution of the Trustees of the Coweta Public Works Authority adopting amendments to the annual revenues and appropriations for the budget of the Coweta Public Works Authority for fiscal year ending June 30, 2020.

Documents:

[191104 STAFF REPORT ON PWA BUDGET AMENDMENT.PDF](#)
[191104 RESOLUTION 2019-32 ON APPROPRIATIONS.PDF](#)

2. Contract with RWD#4

Discussion and possible action to approve the terms of a Draft Contract with Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 for the acquisition of certain utility customers and the provision of monthly utility billing for certain utility customers, and to permit the Chairman to execute the final document upon completion of negotiations of minor terms of said Contract .

(Roger Kolman, Trust Manager)

Documents:

[191104 STAFF REPORT DRAFT CONTRACT RWD 4.PDF](#)
[191104 DRAFT CONTRACT WITH RWD4.PDF](#)

V. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

VI. ADJOURNMENT

IF YOU REQUIRE SPECIAL ACCOMMODATIONS PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT CITY HALL BY 9:00 A.M. THE DAY OF THE MEETING.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
OCTOBER 7, 2019**

The Trustees of the Coweta Public Works Authority met in regular session on Monday, October 7, 2019 at 7:40 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

TRUSTEES ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Chairman Morris.

II. ROLL CALL

Roll call taken. Trustees were present and absent as shown above.

III. CONSENT

Motion by Harold Chance, second by Logan Brown to approve the consent calendar items:

- 1. Minutes of the Coweta Public Works Authority Regular Meeting held on September 9, 2019.**
- 2. Affirmation of the action taken by the Coweta City Council pertaining to the Employment Agreement with Roger Kolman as Trust Manager.**

Aye: Harold Chance
Logan Brown
Randy Woodward
Evette Morris
Naomi Hogue

IV. OLD BUSINESS

1. Resolution 2019-30

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2019-30, approving and authorizing the financing of \$11,373,000 in improvements at the Wastewater Treatment Plant through a Clean Water State Revolving Fund loan from the Oklahoma Water Resources Board.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

V. NEW BUSINESS

There was no new business.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
OCTOBER 7, 2019**

VI. ADJOURNMENT

Chairman Morris adjourned the meeting at 7:43 p.m.

Evette Morris, Chairman

Julie Casteen, Trust Secretary

**COWETA CITY COUNCIL • COWETA PUBLIC WORKS AUTHORITY
COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
COWETA CITY HALL • 310 S BROADWAY, COWETA, OK**

1st Monday of Each Month • 6:00 p.m.

January 06, 2020	May 04, 2020	September 14, 2020 (2 nd Monday)
February 03, 2020	June 01, 2020	October 05, 2020
March 02, 2020	July 06, 2020	November 02, 2020
April 06, 2020	August 03, 2020	December 07, 2020

**COWETA PLANNING COMMISSION
COWETA CITY HALL • 310 S BROADWAY, COWETA, OK
4th Monday of Each Month • 6:30 p.m.**

January 27, 2020	May 18, 2020 (3 rd Monday)	September 28, 2020
February 24, 2020	June 22, 2020	October 26, 2020
March 23, 2020	July 27, 2020	November 23, 2020
April 27, 2020	August 24, 2020	December 28, 2020

**COWETA BOARD OF ADJUSTMENT
COWETA CITY HALL • 310 S BROADWAY COWETA, OK**

In accordance with 11 O.S. 44-102 and Chapter 21 Section 2120 of the Coweta Zoning Code, meetings of the Coweta Board of Adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine.

**COWETA LIBRARY BOARD
COWETA PUBLIC LIBRARY • 120 E SYCAMORE, COWETA, OK
TUESDAY, 7:00 p.m.**

January 28, 2020
April 28, 2020
June 30, 2020
September 29, 2020

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
2020 HOLIDAY SCHEDULE**

January 1, 2020 (Wednesday)	New Year's Day
February 17, 2020 (Monday)	President's Day
April 3, 2020 (Friday)	Good Friday
May 25, 2020 (Monday)	Memorial Day
July 3, 2020 (Friday)	Independence Day
September 7, 2020 (Monday)	Labor Day
November 11, 2020 (Wednesday)	Veteran's Day
November 26, 2020 (Thursday)	Thanksgiving Day
November 27, 2020 (Friday)	Day after Thanksgiving
December 24, 2020 (Thursday)	Christmas Eve
December 25, 2020 (Friday)	Christmas Day

THERE WILL BE NO TRASH SERVICE ON THE ABOVE DATES



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Supplemental Appropriation for OWRB Loan
Date: November 1, 2019

BACKGROUND

The Public Works Authority recently closed on a loan with the Oklahoma Water Resources Board (OWRB) to fund improvements at the Wastewater Treatment Plant.

Because the funding for this project was not included in the Fiscal Year 2019-2020 budget, supplemental appropriations are needed:

	<u>Supplemental Appropriation</u>	<u>Fund</u>
Revenues:		
Loan Proceeds	\$11,373,000.00	OWRB Loan Fund
Expenses:		
Administrative Fees (closing costs)	\$232,960.00	OWRB Loan Fund
Infrastructure (construction costs)	\$11,140,040.00	OWRB Loan Fund

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2019-32.

Attachments:
Resolution 2019-32

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2019-32**

A RESOLUTION OF THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2020.

WHEREAS, the Coweta Public Works Authority has received monies not anticipated that have not been appropriated in the budget for fiscal year 2019-2020; and

WHEREAS, the Coweta Public Works Authority has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2019-2020; and

NOW THEREFORE BE IT RESOLVED by the Trustees for the Coweta Public Works Authority for Coweta, Oklahoma, that the following supplemental appropriations be made:

COWETA PUBLIC WORKS AUTHORITY FUND

Revenue:

Loan Proceeds, 35-04.03.20	\$11,373,000.00
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Expense:

Administrative Fees, 35-5420.034	\$232,960.00
Infrastructure, 35-5411.034	\$11,140,040.00

PASSED BY THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA, and signed by the Chairman this 4th Day of November 2019.

Evette Morris, Chairman

Attest:

Approved as to form:

Julie Casteen, Trust Secretary

Ronald D. Cates, Trust Attorney



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Memorandum

To: Honorable Chairman and Trustees
From: Roger Kolman, City Manager
Re: Wagoner County RWD#4
Date: 11/4/2019

BACKGROUND

Residential development in the northern portion of the City of Coweta has created the opportunity to partner with Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 ('District') to provide the best possible customer service to our new residents. The new residential subdivision, Wynstone, is in the service territory of the District for water and sanitary sewer. Currently, the District can provide domestic water services to the new residents in the subdivision, but it does not have sanitary sewer lines in the area to provide sanitary sewer services to those customers. The Coweta Public Works Authority ('Authority') can serve those customers with existing infrastructure that is directly across E. 111th Street S from the subdivision.

The proposed contract allows the Authority to acquire those customers from the District for \$200/unit and have the District provide monthly utility billing services to those customers on behalf of the Authority. This contract allows both the District and the Authority to acquire new customers and serve those 'joint' customers better by consolidating the billing process. The contract is also designed to allow for the District to provide similar billing services to existing 'joint' utility customers, allowing for further consolidation of the billing process. The twenty-five-year life of the contract is sufficiently long for both parties to ensure that any issues arising from the transactions contemplated therein are worked out.

The proposed contract was approved by the District's board at its October 2019 meeting.

Minor terms, such as due dates for remittances from the District to the Authority for customer payments will need to be negotiated between the parties before the agreement can be finalized.

STAFF RECOMMENDATION

Staff recommends approval of the terms of the draft contract with Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4.

ATTACHMENTS

Draft Contract

CONTRACT

This **Contract** is made and entered into this ____ day of _____, 2019, by and between **Rural Water, Sewer, Gas and Solid Waste Management District No. 4**, Wagoner County (hereinafter referred to as "**DISTRICT**"), and the **Coweta Public Works Authority**, an Oklahoma public trust having the City of Coweta, Oklahoma, an Oklahoma municipal corporation, as its beneficiary (hereinafter referred to as "**COWETA**").

WHEREAS, real property development, hereinafter referred to as “development”, is occurring within the legal boundaries of the **DISTRICT** which are located within the incorporated limits of the City of Coweta, Oklahoma. Such area is collectively referred to hereinafter as “development area”.

WHEREAS, each Party desires to facilitate development occurring within the development area.

WHEREAS, **COWETA** presently has sanitary sewer, solid waste and ambulance services (referred to hereinafter as “**COWETA Services**) within the development area.

WHEREAS, **DISTRICT** presently provides domestic water service (referred to hereinafter as **DISTRICT Services**) within the development area. **DISTRICT**, however, presently does not provide sanitary sewer, solid waste and ambulance services within the development area.

WHEREAS, to facilitate the development desired by each, the Parties agree that **COWETA** shall provide **COWETA Services** within the development area. As consideration

therefor, **COWETA** shall provide the **COWETA** Services referred to above and, in addition to such, pay to **DISTRICT** the sums set forth below.

WHEREAS, the “development area” referred to above is geographically illustrated on the attached Exhibit A. The initial real property development within the development area referred to above shall be the Wynstone, a residential subdivision lying within the corporate limits of the City of Coweta, Wagoner County, Oklahoma, according to the recorded plat thereof. Subsequent developments of potentially differing zoning classifications with resulting allowable uses within the development area are anticipated by the Parties. In furtherance of that intent, subsequent developments within the development area shall be allowed, and specifically included within the provisions hereof, by written addendum to this Contract signed by both parties hereto, specifically incorporating the terms hereof.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

A. PROVISION OF SERVICES:

1. **DISTRICT** shall provide **DISTRICT** Services to **DISTRICT** tap holders residing within the development area described above.

2. **COWETA** shall provide **COWETA** Services to the tap holders of **DISTRICT** residing within the development area described above.

B. BILLING:

1. **DISTRICT**, as part of its normal monthly billing cycle to its customers in the development area described above, shall bill each customer of **COWETA**, at the then existing rates, for **COWETA** Services. Within ____ days of its receipt, **DISTRICT** will remit to **COWETA** the

amount of payment received by **DISTRICT** on behalf of **COWETA** for **COWETA** Services. **DISTRICT** agrees that it will suspend or terminate water service provided to a **DISTRICT** customer due to such customer's failure to pay for **COWETA** Services provided to such customer by **COWETA**. Each party shall notify its respective customers that water service from District may be suspended or terminated for such customer's failure to pay for Coweta Services provided to such customer by Coweta.

2. The applicable rates for **COWETA** Services to be billed by **DISTRICT** to customers of **COWETA** shall be in such amounts as are solely determined by **COWETA**. **DISTRICT** shall charge Coweta Six Percent (6%) per month per collected account and will not impose any additional fees, administrative or otherwise, upon sanitary sewer, solid waste or ambulance service customers for performance of the billing services herein provided for unless such is expressly agreed to in writing by **DISTRICT** and **COWETA**. **COWETA** may request from **DISTRICT** reports concerning occupancy information and water usage by **DISTRICT** customers in the above-referenced areas for **COWETA** Service account purposes. The **DISTRICT** shall provide such information to **COWETA** within a reasonable time but not more than thirty (30) days after the close of each calendar quarter.

C. CONSIDERATION:

In addition to its charges for monthly billing services, **DISTRICT** shall be compensated by **COWETA** in the amount of Two Hundred and no/100s dollars (\$200.00) for each sanitary sewer tap set by **COWETA** in new residential and commercial developments covered by this Agreement. Such compensation shall provide **COWETA** the ability to continually provide those services into perpetuity without interruption, whether **DISTRICT** continues to provide billing services or not.

D. OTHER BILLING SERVICES:

The Parties agree that the billing services referred to in Section B of this Contract may be extended to other service areas where **DISTRICT** currently provides **DISTRICT** services and **COWETA** currently provides some, or all, of **COWETA**'s services. The extension of those billing services shall be done as an addendum to this Contract.

E. TERM:

This Contract shall be for a term of Twenty-five (25) years, beginning on the ____ day of _____, 2019. Each party agrees that during the term hereof the other party shall provide the services outlined above in the development areas described above. The parties agree that the right to provide the services outlined above shall be a continuing right once service is established and being provided in the development areas and that neither party shall have a claim to provide such services being provided by the other party. Further, the parties agree that no claim pertaining to the jurisdictional ability of the other to provide said services during the term hereof will be made by either party at any time. This provision shall survive the expiration of the term.

F. DUTIES AND OBLIGATIONS:

All responsibilities associated with the services provided by each party shall be the sole responsibility of the party providing the service. Each party shall operate its respective facilities and conduct its operations in compliance with all city, county, state and federal regulations.

G. INDEMNITY:

Each party shall hold the other party harmless from any and all loss, costs, damages, expenses, including attorney fees and related costs as well as early dispute resolution costs incurred, resulting

from the acts or omissions of the other party in connection with the operation and maintenance of each respective service and service facility provided by that party.

H. ENTIRE CONTRACT / VALIDITY OF CONTRACT:

This Contract is the entire contract. No representations or statements of fact, law or opinion made preceding the execution hereof shall serve to vary any of the terms of this Contract. Any amendment or modification of the terms of this Contract, whether by addition or deletion of terms, shall be ineffective unless such is expressly agreed upon in writing and is signed on behalf of both of the parties hereto.

This Contract shall be governed by the laws of the State of Oklahoma. If this Contract is determined by a Court having proper jurisdiction to contravene the laws of the State of Oklahoma or the laws of the United States of America this entire Contract will become null and void. In the event of such occurrence the parties will within ___ days of a final judicial determination, open discussions and seek, in a good faith, to arrive at an agreement to restore the contractual relationship and the objectives thereunder without the offending portions of the previous contract.

I. ASSIGNMENT AND SUCCESSORSHIP:

The parties agree that this Contract cannot be assigned by either party without the expressed written consent of the non-assigning party. This Contract is binding upon all successors in interest of each party and should any event occur which renders either party incapable of performing under this Contract, any successor of such party, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of each respective party hereunder.

J. EFFECTIVE DATE:

The Parties acknowledge that under pre-existing grant or loan covenants contained within grants or loans received by **DISTRICT** or **COWETA** from agencies of the State of Oklahoma and/or the United States of America, the present ability of **DISTRICT** and / or **COWETA** to enter into this Contract is dependent upon first obtaining approval to the terms hereof by the Director of the Agency of the Department of the State of Oklahoma or of the United States of America having jurisdiction over the loans or grants held or given. **DISTRICT** and / or **COWETA** shall exercise its best efforts at securing such approvals. **DISTRICT** and **COWETA** shall provide to each other such assistance, documentation and effort as may reasonably be required to facilitate obtaining such approvals. Consequently, although the date that this Contract is entered into is as set forth above, the effective date of this Contract will begin upon the Parties obtaining any and all approvals to the terms hereof by the Director of the Agency of the Department of the State of Oklahoma or of the United States of America having jurisdiction over the loans or grants held or given.

K. NOTICES:

The addresses to be utilized by the parties for the giving of any notices shall be:

COWETA:

DISTRICT:

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in two (2) counterparts, each of which constitutes an original.

COWETA PUBLIC WORKS AUTHORITY

CHAIRPERSON

ATTEST:

Secretary

RURAL WATER AND SEWER DISTRICT NO. 4

CHAIRMAN

ATTEST:

Secretary

APPROVED:

(Title)

United States of America