



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, AUGUST 7, 2023 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 consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

NAOMI HOGUE_____

LOGAN BROWN_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

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. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING HELD ON JULY 3, 2023.

Documents:

[230703 MINUTES OF THE PWA TRUSTEES.PDF](#)

2. COX PHONE AND INTERNET SERVICE AGREEMENTS

APPROVAL OF COMMERCIAL SERVICES AGREEMENTS WITH COX FOR THE PROVISION OF DATA AND TELEPHONY SERVICES AND THE AUTHORIZATION FOR THE TRUST MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE AGREEMENT. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[230807 STAFF REPORT PWA COX SERVICE.PDF](#)
[COX PWA IPC.PDF](#)
[COX PWA INTERNET AND TV.PDF](#)

IV. OLD BUSINESS

1. JOINT RESOLUTION APPOINTING A TREASURER

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-29, A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY, AN OKLAHOMA PUBLIC TRUST, APPOINTING A TREASURER TO ACT FOR ON AND ON BEHALF OF EACH ENTITY. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[230807 RESOLUTION 2023-29.PDF](#)

2. RESOLUTION 2023-31 BANK SIGNATORIES

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-31, A RESOLUTION OF THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA APPROVING THE AUTHORIZED SIGNATORIES ON CERTAIN ACCOUNTS HELD BY FIRST NATIONAL BANK OF COWETA. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[230807 STAFF REPORT RESOLUTION 2023-31.PDF](#)
[230807 RESOLUTION 2023-31.PDF](#)

3. 18" WATERLINE IMPROVEMENTS

DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO ENGAGE WDB ENGINEERING PLLC TO DESIGN AND BID IMPROVEMENTS TO THE 18" WATER DISTRIBUTION LINE ON S 353RD EAST AVENUE AND DIRECT THE TRUST MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[230807 STAFF REPORT 18 INCH WATERLINE REPAIRS.PDF](#)

4. RESOLUTION 2023-34 ADOPTING AMENDMENTS

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-34, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR FISCAL YEAR ENDING JUNE 30, 2024. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[230807 STAFF REPORT RESOLUTION 2023-34.PDF](#)
[230807-SUPPLEMENTALS RESO 2023-34 PROP.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
JULY 3, 2023 6:19 P.M.**

The Trustees of the Coweta Public Works Authority met in regular session on Monday, July 3, 2023 at 6:19 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Logan Brown, Caroline Martin, Randy Woodward.

TRUSTEES ABSENT: Harold Chance.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

Motion by Logan Brown, second by Randy Woodward to approve the consent calendar items:

1. Minutes of the Joint Special Meeting of the Coweta City Council, Trustees of the Coweta Public Works Authority and the Trustees of the Coweta Industrial Development Authority held on June 5, 2023.
2. Minutes of the Coweta Public Works Authority Regular Meeting held on June 5, 2023.

Aye: Logan Brown
Randy Woodward
Naomi Hogue
Caroline Martin

IV. Old Business

1. Resolution 2023-27 Regarding Budget Amendments FY24

Assistant Trust Manager Julie Casteen led discussion and requested possible action on the adoption of Resolution 2023-27, 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, Coweta, Oklahoma for fiscal year ending June 30, 2024.

Motion by Logan Brown second by Naomi Hogue to adopt Resolution 2023-27, 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, Coweta, Oklahoma for fiscal year ending June 30, 2024.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
JULY 3, 2023 6:19 P.M.**

Aye: Logan Brown
Naomi Hogue
Caroline Martin
Randy Woodward

2. Purchase of a Kubota UTV

Public Works Director Wes Richter discussed a request to purchase a Kubota UTV.

Motion by Naomi Hogue, second by Logan Brown to approve the purchase of a 2023 Kubota RTV-1120WL-H from Stewart Martin Equipment in an amount not to exceed \$17,722.08.

Aye: Naomi Hogue
Logan Brown
Caroline Martin
Randy Woodward

4. Purchase of a 2024 Chevrolet 2500 Pickup

Wes Richter discussed the need to replace a 2002 Chevrolet 1500 pickup.

Motion by Naomi Hogue, second by Logan Brown to approve the purchase of a 2024 Chevrolet 2500 pickup from Joe Cooper Chevrolet in an amount not to exceed \$46,819.00.

Aye: Naomi Hogue
Logan Brown
Randy Woodward
Caroline Martin

5. Stryker Cot and Autoloader

Interim Fire Chief Brian Woodward led discussion on the purchase of a medical power cot and autoloader.

Motion by Logan Brown, second by Naomi Hogue to approve the purchase of a medical power cot and autoloader from Stryker Medical in an amount not to exceed \$49,786.04.

Aye: Logan Brown
Naomi Hogue
Caroline Martin
Randy Woodward

V. NEW BUSINESS

There was no new business.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
JULY 3, 2023 6:19 P.M.**

VI. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:25 p.m.

Naomi Hogue, Chairman

Marcy Kilgore, Trust Secretary



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Memorandum

To: Honorable Chairman and Members of the Board of Trustees

From: Roger Kolman, Trust Manager

Re: Cox Phone and Internet Service

Date: August 4, 2023

BACKGROUND

The PWA entered into an agreement in 2018 with Cox for the provision of phone and internet service. A new phone system was included in that agreement, which is now up for renewal.

Staff has negotiated reduced rates, resulting in annual savings of approximately \$3,000.

STAFF RECOMMENDATION

Staff recommends approval of commercial services agreementS with Cox for the provision of data and telephony services and the authorization of the Trust Manager to finalize and execute all documents related to the agreement.

ATTACHMENTS:

Cox Commercial Service Agreements (2)



Cox Account Rep:	Jack Bunds - 63989	Cox System Address:
Phone Number:	918-286-4437	11811 E. 51st Street
Fax Number:	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Coweta - Public Works	Full Name:	Julie Casteen
Street Address:	30151 State Highway 51	Billing Contact:	918-486-2189
City/State/Zip:	Coweta, Oklahoma 74429	Fax:	
Billing Address:	310 S Broadway	Contact Number:	918-279-7216
City/State/Zip:	Coweta, Oklahoma 74429	Email Address:	jcasteen@cityofcoweta-ok.gov
Cox Account #:	186-0606210-03, 186-0676810-02		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
IP Centrex Complete Seat	2	2	\$25.75	60	\$51.50	
IP Centrex Flat Rate Line	2	2	\$0.00	60	\$0.00	
Cox Service Assurance Plan	2	2	\$2.00	60	\$4.00	
Group Paging	1	1	\$0.00	60	\$0.00	
Individual Business Mailbox	2	2	\$0.00	60	\$0.00	
VoiceManager Unified Messaging	2	2	\$0.00	60	\$0.00	
Readable Voice Mail	2	2	\$0.00	60	\$0.00	
Cox Business Unlimited	2	2	\$0.00	60	\$0.00	
Directory Listing-Non Published	2	2	\$0.00	60	\$0.00	
Cisco MPP 8841 Phone Lease	2	2	\$1.95	60	\$3.90	
IP Centrex Multi-Level Auto Attendant -Advanced	1	1	\$0.00	60	\$0.00	
Call Detail Reporting	1	1	\$0.00	60	\$0.00	
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	
IP Centrex Flat Rate Line	1	1	\$0.00	60	\$0.00	
IP Centrex Shared Line 10	1	1	\$0.00	60	\$0.00	
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	
Directory Listing - Published	1	1	\$0.00	60	\$0.00	
IP Centrex Call Path	3	3	\$0.00	60	\$0.00	
10Mb SIP Trunk Group Port	1	1	\$0.00	M-M	\$0.00	
- Instant Group CALL	1	1	\$0.00	60	\$0.00	
Totals:					\$59.40	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

Special Conditions	
Promotion Details	
This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://ww2.cox.com/business/voice/regulatory.cox ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.	
Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Commercial Services Agreement 5/31/2023

Cox Account Rep:	Jack Bunds	Cox System Address
Phone Number:	(918) 286-4437	
Fax Number:	(877) 873-8923	

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Coweta Public Works Authority	Full Name:	Julie Casteen
Street Address:	30151 E STATE HIGHWAY 51	Billing Telephone:	(918) 486-8073
City/State/Zip:	COWETA, OK 74429	Fax:	
Billing Address:	PO Box 850	Contact Number:	(918) 486-2189
City/State/Zip:	Coweta, OK 74429	Email:	phoneadmin@cityofcoweta-ok.gov
Cox Account #:	186-67681002,186-60621003		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Metro E-20Mb UNI Interstate	1	1	\$330.00	60	\$330.00	\$0.00
Cox Business TV	1	1	\$0.00	1	\$0.00	\$0.00
Business TV Essential Service	1	1	\$76.30	1	\$76.30	\$0.00
Regional Sports Surcharge Non-Food Establishment	1	1	\$4.50	1	\$4.50	\$0.00
Digital Adapter	1	1	\$2.99	1	\$2.99	\$0.00
Business TV Starter	1	1	\$28.20	1	\$28.20	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	1	1	\$15.00	60	\$15.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	1	0	\$0.00	60	\$0.00	\$0.00
Install Fees						

Totals:	\$456.99	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

SLA - The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Cox Ethernet WAN (E-WAN) Private Line Transport Service Service Level Agreement

1. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Ethernet WAN (E-WAN) Private Line Transport Services (“E-WAN Services”) provided to the Customer.

2. E-WAN Network Availability. Cox’s objective is to make the E-WAN Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service, (collectively and individually, (i) and (ii) shall be referred to as “E-WAN Network Availability”). The E-WAN Network Availability is calculated by dividing the number of minutes that the E-WAN Services are available for Customer’s use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the E-WAN Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the E-WAN Network Availability objective. For example, if the E-WAN Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or E-WAN Service Interruption during the applicable month, Cox will be deemed to have met the E-WAN Network Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. E-WAN Service Interruption. An “E-WAN Service Interruption” is a loss of signal to the Customer that results in a total disruption of E-WAN Service beyond the E-WAN Network Availability level. Any E-WAN Service Interruption, outage, degradation of E-WAN Service or a failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying E-WAN Service Interruption. An E-WAN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the E-WAN Services to Customer.

4. Service Response and Repair. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic

component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. Service Credits. The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9.

(a) E-WAN Service Interruption Service Credit. The available Service Credit for an E-WAN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected E-WAN Services experiencing a qualifying E-WAN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying E-WAN Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>E-WAN Services Interruption Length</i>	<i>Credit of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) Network Latency Service Credit. Network Latency, as it relates to E-WAN Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for E-WAN Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level for E-WAN Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for E-WAN Service is greater than Fifty (50) milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected E-WAN Services for any Network Latency in a calendar month.

(c) Data Delivery Service Credit. Data Delivery Rate, as it relates to E-WAN Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Date Delivery Rate”). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate for E-WAN Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for E-WAN Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for the portion of the affected E-WAN Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the E-WAN Services experience an E-WAN Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities/Trouble Reports.

Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report E-WAN Service troubles, including E-WAN Services Interruptions, Network Latency and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A “Trouble Report” means any report made by Customer relating to the E-WAN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying E-WAN Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. E-WAN Service Installation Delays.

(a) E-WAN Service Installation and Availability.

Cox will make commercially reasonable efforts to install, provision and make the E-WAN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any (“Estimated Install Date”). E-WAN Services shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the E-WAN Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the E-WAN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an “Installation Delay Credit” of One Hundred Percent (100%) off the standard nonrecurring charge (“NRC”) paid by Customer for the portion of the E-WAN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing E-WAN Services to Customer.

(c) Exceptions to Installation Delay Credits.

Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions to Credit Allowance

(a) **Exceptions:** Credit Allowances shall not be provided for any E-WAN Services Interruptions or failure to meet the E-WAN Service Availability, Data Restoration Rate or Network Latency objectives, estimated restoration time, Estimated Install Date or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the E-WAN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the E-WAN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or E-WAN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same E-WAN Service Interruption, deficiency, degradation, delay, or issue (b) for E-WAN Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a E-WAN Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site),

or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any E-WAN Service locations served via a third party, Cox may pass through any E-WAN Service credits it receives from the third party associated with any E-WAN Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected E-WAN Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data Delivery Rate, Service Interruptions and Installation Delay Credits will be no more than one (1) full MRC for the affected E-WAN Service. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any E-WAN Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the E-WAN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

RESOLUTION 2023-29

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY, AN OKLAHOMA PUBLIC TRUST, APPOINTING A TREASURER TO ACT FOR AND ON BEHALF OF EACH OF THE BODIES.

WHEREAS, 11 O.S. §10-118 creates the Office of the Treasurer and charges that officer with certain duties including the deposit of funds on behalf of the entity; and

WHEREAS, the Treasurer is appointed by the City Council and the Trustees of the Public Trusts to serve for an indefinite term; and

WHEREAS, in accordance with Sections 2-401 and 2-403 of the Coweta City Code, the City Clerk is the head of the finance department and may also serve as the Treasurer; and

WHEREAS, the position of Treasurer is currently vacant.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority that:

SECTION 1: City Clerk Marcy Kilgore is hereby appointed as Treasurer for the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority.

This Resolution is approved in open meeting by the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority on this this 7th Day of August 2023.

Naomi Hogue, Mayor/Chairman

Approved as to form:

Jeff Stephens, City/Trust Attorney

Attest:

Attest:

Marcy Kilgore, City Clerk/PWA Secretary

Logan Brown, CIDA Secretary



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Memorandum

To: Honorable Chairman and Members of the Board of Trustees
From: Roger Kolman, Trust Manager
Re: Resolution 2023-31
Date: August 7, 2023

BACKGROUND

The authorized bank account signatories must be updated with First National Bank of Coweta as a result of Julie Casteen's departure and Marcy Kilgore being appointed as Treasurer for the Coweta Public Works Authority. All signatories on the accounts must complete new signature cards to be submitted to the bank with an authorizing resolution.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2023-31.

ATTACHMENTS:

Resolution 2023-31

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2023-31**

A RESOLUTION OF THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY APPROVING THE AUTHORIZED SIGNATORIES ON CERTAIN ACCOUNTS HELD BY FIRST NATIONAL BANK OF COWETA.

WHEREAS, the Coweta Public Works Authority has established banking accounts with First National Bank of Coweta; and

WHEREAS, from time to time it is necessary to change signatories on those accounts.

NOW THEREFORE BE IT RESOLVED by the Trustees for the Coweta Public Works Authority for Coweta, Oklahoma, that:

SECTION 1. The following persons shall be authorized signatories on all First National Bank accounts established for the Coweta Public Works Authority:

Naomi Hogue
Roger Kolman
Marcy Kilgore

PASSED BY THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA, and signed by the Chairman this 7th Day of August, 2023.

Naomi Hogue, Chairman

Attest:

Approved as to form:

Marcy Kilgore, Trust Secretary

Jeff Stephens, Trust Attorney



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Mé morandum

To: Honorable Chair and Members of the Board of Trustees
From: Roger Kolman, Trust Manager
Re: Repairs to the 18" Waterline
Date: 8/7/2023

BACKGROUND

In 2009, the City of Coweta undertook a project to install a redundant water transmission line between the Coweta Water Plant and the Skyview Water Tower. The 18" PVC waterline constructed by that project has incurred many breaks over its 14-year life span and was taken out of service for several years. The increasing use of domestic water in Coweta required that the line be brought back into service to meet demand. A project to install additional air relief valves and pressure monitoring stations on the line was undertaken in FY19/20. Despite those efforts, the line has broken several more times, including a break on 353rd E Avenue last week.

City Engineer David Wyatt with WDB Engineering PLLC has proposed a project to install a 16" heat welded poly line inside of the 1,600 feet of the 18" water line to help mitigate future breaks. The heat welded line will be pulled through the 18" line, minimizing the amount of dirt work, etc., that is required to complete the repairs. The existing line will essentially act as a protective sleeve for the new 16" waterline. Mr. Wyatt believes it to be prudent to bid the project two ways, one as explained above and the other to remove and replace that section of the existing 18" line.

The City Engineer estimates the cost of the project to be around \$250,000.00 with \$25,000.00 in engineering costs. Funding for this project would come from the fund balance in the Capital Projects Fund.

STAFF RECOMMENDATION

Staff recommends engaging WDB Engineering PLLC to design and bid repairs to the 18" waterline along S 353rd E Avenue.

ATTACHMENTS



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Mé morandum

To: Honorable Chair and Members of the Board of Trustees
From: Roger Kolman, Trust Manager
Re: Budget Amendments
Date: 8/7/2023

BACKGROUND

Amendments to the FY 24 Budget are needed for expenditures related to the following projects:

1. 18" Waterline Improvements \$275,000.00

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 2023-34

ATTACHMENTS

Resolution 2023-34

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2023-34**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA, ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR FISCAL YEAR ENDING JUNE 30, 2024.

WHEREAS, the Coweta Public Works Authority has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2023-2024; and

WHEREAS, 11 O.S. Section 17-216 provides that supplemental appropriations may be made from unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget, for revenues received or to be received from sources not anticipated in the budget, or revenues received or to be received from anticipated sources but in excess of the budget amounts therefore ; and

WHEREAS, the Coweta Public Works Authority is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY that the following supplemental appropriations be made as shown in Exhibit A.

PASSED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA, and signed by the Chairperson this 8th Day of August 2023.

ATTEST:

Naomi Hogue, Chair

Marcy Kilgore, Trust Secretary

APPROVED AS TO FORM:

Jeff M. Stephens, Trust Attorney

EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	AMOUNT	ACCOUNT #
Water							
Fund	04-5411.033	Infrastructure	<u>\$275,000.00</u>	Waterline Imp.	Transfer In	<u>\$275,000.00</u>	04-04.03.14
TOTAL ALL PROPRIETARY FUNDS			<u><u>\$275,000.00</u></u>			<u><u>\$275,000.00</u></u>	