



P.O. BOX 850
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**AGENDA - REGULAR MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, MARCH 3, 2025 6:00 PM**

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 Chair 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 ____ Harold Chance ____ Joe Cash ____ Caroline Martin ____ Randy
Woodward ____

III. CONSENT

(All matters under the "Consent Calendar" are considered by the 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 REGULAR MEETING

Approval of the minutes of the Coweta Public Works Authority Meeting held on February 3, 2025. (Mrcy Kilgore, City Clerk/Treasurer)

IV. CONSIDER ITEMS REMOVED FROM CONSENT

V. ADMINISTRATION

1. CONSULTING SERVICES CONTRACT AMENDMENT FOR GEMT SERVICES PROGRAM

Discuss and consider approval of an amendment to an agreement with Public Consulting Group, Inc. to provide professional services related to the Oklahoma Ground Emergency Medical Transportation (GEMT) program and direct the Trust Manager to execute all necessary documents.

Julie A. Casteen, Trust Manager

2. RESOLUTION 2025-07 - SUPPLEMENTAL APPROPRIATIONS FOR POSITION CHANGES IN THE PWA

Discuss and consider approval of the adoption of Resolution 2025-07, 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, 2025; appropriating unencumbered funds from the prior fiscal year in the amount of \$30,700.00 into the Utility Services Fund, Account Number 04-5101 031, for the purpose of funding staff salaries.

Julie A. Casteen, Trust Manager

3. **ENCLOSED METAL BUILDING FOR WATER TREATMENT PLANT**

Discuss and consider approval of the purchase of an enclosed metal building for the transfer pumps at the Water Treatment facility.

Mike Bell, Police Chief

4. **TRUST MANAGER EMPLOYMENT AGREEMENT**

Discuss and consider action to approve the Amended and Restated Trust Manager Employment Agreement.

VI. NEW BUSINESS

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

VII. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL BY 9:00 A.M. ON THE DATE OF THE MEETING.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
FEBRUARY 3, 2025, 7:39 P.M.**

The Trustees of the Coweta Public Works Authority met in regular session on Monday, February 3, 2025, at 7:39 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Caroline Martin, Randy Woodward.

TRUSTEES ABSENT: None.

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 Harold Chance, second by Naomi Hogue to approve the consent calendar items:

1. Minutes of the Coweta Public Works Authority Special Meeting held on December 16, 2024.
2. Presentation of the annual audited Financial Report and Operating Report for the Fiscal Year ending June 30, 2024 and acknowledging the receipt thereof.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

IV. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

VI. NEW BUSINESS

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

No new business.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
FEBRUARY 3, 2025, 7:39 P.M.**

VII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 7:40 p.m.

Naomi Hogue, Chairman

Marcy Kilgore, Trust Secretary



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Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **CONSULTING SERVICES CONTRACT AMENDMENT FOR GEMT SERVICES PROGRAM**

Date: March 3, 2025

BACKGROUND

The Ambulance Division of the Coweta Public Works Authority is an enterprise fund that has operated at a deficit for many years, with the operating costs supported by transfers from other funds. In 2020, staff discovered the Ground Emergency Medical Transportation (GEMT) program as a new funding source for the Ambulance service. To date, the PWA has received \$553,203 from this program.

The GEMT program is a voluntary program that makes supplemental payments to eligible agencies that provide emergency ground ambulance services to Medicaid recipients. It has been noted for many years that State Medicaid reimbursement for transports of those patients on Medicaid is grossly inadequate. The GEMT program provides federal funds to state healthcare authorities to dispense to participating transport agencies. An annual cost of service report must be submitted which accounts for the true cost of delivering a transport service to include all aspects of the business (overhead, vehicles, buildings, supplies, personnel, etc.).

The reporting requirements are very complex; Public Consulting Group, Inc. has provided consulting services to the PWA for the last five years to assist in navigating the GEMT program.

The proposed amendment to the consulting agreement extends the contract for an additional three years for a fee of 15% of the rebate amount. A discounted fee of 13.5% is available through our membership with the Oklahoma State Firefighters Association.

STAFF RECOMMENDATION

Staff recommends approval of the extended contract with Public Consulting Group Inc.

ATTACHMENTS

1. Coweta Public Works Authority_PCG_Fully Executed Contract_11.9.20
2. Amendment 1 to Contract_Coweta

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and Coweta Public Works Authority (“CLIENT”) as of November 2, 2020 (“Effective Date”).

WHEREAS, CLIENT is seeking Supplemental Payment Program and Other Consulting Services for Emergency Medical Services, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in **Attachment A** (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
2. **Term.** This Agreement will be effective from the Effective Date through June 30, 2021, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Thereafter, this Agreement shall renew automatically, on the same terms identified herein, for a period of one cost reporting cycle from July 1 of each year until June 30 of the following year, unless terminated pursuant to Section 4 or unless either party provides no less than thirty (30) days’ notice of non-renewal prior to the end of the then current term. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.
3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in **Attachment B** and this Section 3, and unless the parties agree otherwise in writing, will not pay PCG any other benefits, expenses, or compensation.
 - a. CLIENT will compensate PCG within a reasonable time period following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
 - b. The Parties agree that all payments made by the CLIENT are subject to procedures established for the Coweta Public Works Authority to authorize payment by the Trust Manager. Itemized billing statements from PCG must be received in the Treasurer’s Office within 60 days of completion of services.

- c. Upon termination or expiration of this Agreement, other than termination for cause, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration and subject to the terms set out above.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information subject to the Oklahoma Open Meetings Act and Oklahoma Open Records Act.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PCG:

Public Consulting Group, Inc.
148 State Street, 10th Floor
Boston, MA 02109
Attn: James Dachos
Email: jdachos@pcgus.com

For CLIENT:

Coweta Public Works Authority
310 S Broadway
Coweta, OK 74429
Attn: Julie Casteen
Email: jcasteen@cityofcoweta-ok.gov

6. **PCG Representation.** PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.

7. **Standards of Conduct.** PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct in the performance of this Agreement. The Parties further agree that this Agreement and relationship between the Parties is subject to the Constitutional limitations of Article 10 of the Oklahoma Constitution.

8. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
 - c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.
9. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
10. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services and will include CLIENT as an additional insured on such insurance.
11. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
12. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the

“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

- a. “Proprietary or Confidential Information” is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.
- b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall

be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.

- h. Upon termination of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
 - i. Nothing in this Agreement prohibits CLIENT from complying with the Oklahoma Open Meetings Act and Open Records Act and the Parties agree that this Agreement and the relationship between the Parties is subject to the Oklahoma Open Meeting Act and Open Records Act.
13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Oklahoma. The parties also consent to the personal jurisdiction in its courts, and agree that the District Court of Grady County, Oklahoma shall have exclusive jurisdiction over the enforcement of this Agreement.
20. **Miscellaneous**
- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
 - b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
 - c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
 - d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
 - e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- f. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

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

Public Consulting Group, Inc.

BY: James Dachos
NAME: James Dachos
TITLE: Associate Manager
DATE: 11/9/20

Coweta Public Works Authority

BY: R. G. Kolman
NAME: Roger G. Kolman
TITLE: Trust Manager
DATE: 11/2/20

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Contracted Services:

Supplemental Payment Program Services

PCG will work with CLIENT to analyze and report costs that will help CLIENT realize reimbursements related to an EMS Certified Public Expenditures (CPE) Program, as administered by Oklahoma Health Care Authority (OHCA).

PCG will perform the following services to ensure that CLIENT will receive the reimbursement to which it is entitled while mitigating audit risk.

- Securing approval of the EMS CPE program. Designing, developing, and implementing an EMS supplemental reimbursement program including drafting the State Plan Amendment (SPA) package for OHCA to provide to the Centers for Medicare and Medicaid Services (CMS). Additionally, providing responses to CMS Requests for Additional Information (RAI), including but not limited to drafting email responses, participating in conference calls, and developing additional CMS-requested SPA language.
- Drafting application materials and responding to requests for additional information necessary for CLIENT to gain approval to participate in the EMS CPE Program.
- Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.
- Providing a web portal to facilitate cost report data collection, calculate allowable costs and cost settlement, pre-submission auditing process, and preparation of audit files.
- Collecting billing, financial, and response data necessary to prepare the annual cost report. Working with CLIENT and its vendors (if applicable) to design customized reports, as needed.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid recipients.
- Conducting detailed analysis of CLIENT billing data to identify all reimbursable claims.
- Preparing the annual cost report and assisting with all aspects of the submission of the cost report to OHCA.

- Conducting comparative analysis to identify significant year-to-year trends in billing and financial data.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of MMIS billing reports generated by OHCA to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Providing ongoing technical assistance on programmatic and policy issues related to the EMS CPE Program.

Other Consulting Services

At request of CLIENT, and agreement on scope of services and pricing, PCG will provide other consulting services, including the following:

- **Medicare Ground Ambulance Cost Data Collection Consulting Services**
 - **Standard: Training and Help Desk Support**
 - Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component;
 - Data compilation guidance and automated tools to facilitate data collection and cost survey preparation; and
 - Dedicated help desk support, up to five scheduled hours.
 - **Professional: Training, Help Desk Support, and Detailed Desk Review**
 - Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component;
 - Data compilation guidance and automated tools to facilitate data collection and cost survey preparation;
 - Dedicated help desk support, up to five scheduled hours;
 - Detailed desk review of the Medicare Cost Survey and supporting documentation with summary of findings;
 - Analysis of costs in comparison to “like-sized” departments;
 - Written report of findings with recommendations, areas of concern, and considerations; and
 - Scheduled conference call to walk through desk review results, cost analysis, and recommendations.
 - **Premium: Comprehensive Medicare Cost Survey Preparation and Audit Support**
 - Dedicated team of experts to complete the Medicare Cost Survey on behalf of your department; and

- Ongoing communication: initial data collection and close-out survey review meetings, timely updates and feedback; and
 - Detailed data analysis: expenditures assessment, unallowable costs adjustments, and utilization statistics verification; and
 - Preparation and audit of Medicare Cost Survey and supporting documentation; and
 - CMS submission of final report and supporting documentation; and
 - Federal audit support; and
 - Full access to web-based portal and training resources.
- **EMS Consulting Services**
 - Conducting fire/EMS department management and operational efficiency studies.
 - Performing EMS system studies.
 - Developing fire department and EMS feasibility studies.
 - Completing cost of service and rate analysis studies for EMS systems.
- **Emergency Triage, Treat, and Transport (ET3) Consulting Services**
 - Guiding the ET3 application and submission process.
 - Developing the ET3 strategy and formulating ET3-like multi-payer model.
 - Developing, tracking and reporting quality metrics to CMS
 - Providing ongoing project management for successful ET3 participation.

ATTACHMENT B COMPENSATION

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG as follows:

Supplemental Payment Program Services

The initial term for services to be performed by PCG under this Agreement will be the cost reporting cycle for State Fiscal Year 2020. For the purposes of this agreement, the SFY 20 cost reporting cycle is defined as the period of July 1, 2020 (cost report preparations begin) to June 30, 2021 (provider receives final reconciliation payment from OHCA), while the Eligible Period is defined below.

For each cost reporting period, PCG will receive a **fifteen percent (15%)** contingency fee for all reconciliation payments realized by CLIENT as a result of the EMS CPE cost reporting services performed under this Agreement.

The table below displays the rates and anticipated payment dates for each reporting period.

Reporting Period (State Fiscal Year)	Eligible Period	Anticipated Date for CLIENT to Receive Final Reconciliation Payment from OHCA	Contingency Rate
SFY 20	7/1/2019 - 6/30/2020	6/30/2021	15%
SFY 21 (Option #1)	7/1/2020 - 6/30/2021	6/30/2022	15%
SFY 22 (Option #2)	7/1/2021 - 6/30/2022	6/30/2023	15%
SFY 23 (Option #3)	7/1/2022 - 6/30/2023	6/30/2024	15%
SFY 24 (Option #4)	7/1/2023 - 6/30/2024	6/30/2025	15%

All reconciliation payments due to CLIENT from the EMS CPE shall be paid in full directly to CLIENT from the State of Oklahoma (“payer”). After payment is received in full from the payer, in consideration of the professional services to be performed by PCG under the terms of this Contract, CLIENT shall pay PCG for services actually performed a contingency fee based on the additional revenues generated through cost report preparation and filing for the EMS CPE.

These Compensation terms and conditions shall survive the expiration and/or termination of this Agreement until such time as all PCG fees have been paid and received in full by PCG for all services rendered.

The parties agree to negotiate the compensation and term for “Other Consulting Services” which will be mutually agreed upon before being effective.

AMENDMENT NO. 1 TO THE SERVICES AGREEMENT

This Amendment No. 1 (the “Amendment”) to the Services Agreement entered by and between Coweta Public Works Authority (“CLIENT”) and Public Consulting Group, Inc., predecessor in interest to Public Consulting Group LLC (“PCG”), as of November 2, 2020 (the “Agreement”), is made effective as of February 26, 2025 (“Effective Date”).

WHEREAS, the parties wish to amend the Agreement for the purpose of acknowledging that the Agreement is in effect through June 30, 2028, and the fiscal year 2027 OK GEMT cost reporting period, and add compensation provisions through that period;

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that all references to “Public Consulting Group, Inc.” are deleted and replaced with “Public Consulting Group LLC”.
2. The parties agree to delete Section 2 of the Agreement and the following language is added in its place: “The Agreement will be effective from the Effective Date through June 30, 2028, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties.”
3. The parties agree that the reference to “Grady County” in Section 19 is deleted and replaced with “Wagoner County.”
4. The parties agree to add the following to the beginning of Attachment A: “PCG will provide the below Contracted Services for state fiscal year cost reporting cycles, beginning with fiscal year 2020, defined as: July 1, 2019-June 30, 2020 (SFY20); July 1, 2020-June 30, 2021 (SFY21); July 1, 2021-June 30, 2022 (SFY22); July 1, 2022-June 30, 2023 (SFY23); July 1, 2023-June 30, 2024 (SFY24); July 1, 2024-June 30, 2025 (SFY25); July 1, 2025-June 30, 2026 (SFY26); and July 1, 2026-June 30, 2027 (SFY27).”
5. The parties agree to delete the first paragraph in Attachment B under the heading “Supplemental Payment Program Services.”
6. The parties acknowledge that for the cost reporting periods from SFY25 through SFY27, CLIENT will continue to pay PCG a 15% contingency fee for all reconciliation payments realized by CLIENT as a result of the cost reporting services provided by PCG for those state fiscal year reporting periods.
7. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the

Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.

8. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
9. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
11. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
12. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state's or district's courts and waive any objection to venue.
13. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship.
14. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their respective authorized representatives.

PUBLIC CONSULTING GROUP LLC

COWETA PUBLIC WORKS AUTHORITY

By:
Title:
Date:

By:
Title:
Date:



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

Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **RESOLUTION 2025-07 - SUPPLEMENTAL APPROPRIATIONS FOR POSITION CHANGES IN THE PWA**

Date: March 3, 2025

BACKGROUND

The Public Works department consists of several departments staffed by Full-Time Equivalent employees (FTEs) described below:

GENERAL FUND: 9.6 FTEs:

Cemetery: 1.5 FTEs

(1.0 FTE) Sexton and (0.5 FTE) Maintenance Worker split with Parks & Rec.

Parks & Rec: 3.0 FTEs

(0.5 FTE) Maintenance Supervisor split with PWA Administration and (2.5 FTE) Maintenance Workers, one split with Cemetery.

Streets: 5.1 FTEs

(0.5 FTE) Supervisor split with Water Distribution, (2 FTE) Equipment Operators, (2 FTE) Maintenance Workers, and one Mechanic (0.6 FTE), which is shared with Police and Fire.

PUBLIC WORKS AUTHORITY (12 FTEs):

Administration: 1.5 FTEs

(1.0 FTE) Public Works Director, and (0.5 FTE) Maintenance Supervisor.

Water: 8.0 FTEs

(0.5 FTE) Plant Superintendent split with Wastewater Plant, (0.5 FTE) Wastewater Plant Manager split with Wastewater Plant, (0.5 FTE) Supervisor split with Streets, (2.5 FTE) Plant Operators, 1 split with Wastewater Plant, (1 FTE) Crew Leader, and (3.0 FTE) Maintenance Workers.

WasteWater: 2.5 FTEs

(0.5 FTE) Plant Superintendent split with Water Plant, (0.5 FTE) Wastewater Plant Manager split with Water Plant, (1.5 FTE) Plant Operators, 1 split with Water Plant.

Total Public Works staff: 21.6 FTEs

Due to the elimination of four positions in FY2021, the Public Works Authority Water Department is now facing significant labor challenges. The initial reductions were linked to the electronic meter project, which decreased the need for meter readers. However, these employees also performed crucial maintenance tasks, and their absence has strained the department, requiring staff to be reassigned daily to address water and sewer issues, which, in turn, causes other areas to suffer.

To address ongoing maintenance challenges, it is proposed to add a foreman position to the General Fund and both a foreman and an equipment operator to the PWA. No additional funding is required for the General Fund in FY2025 due to existing vacancies, but the PWA will need funding for the two new positions. The equipment operator is essential for the new hydro-vac truck that will soon be delivered, with an hourly recruitment rate of \$20-\$25. The foreman position will be recruited at \$24-\$25 per hour.

We also recently hired a Grant Writer to replace our retiring receptionist. The receptionist position was budgeted in the PWA, while the Grant Writer is budgeted in the Finance Department.

With these proposed changes, there will be an increase of 1 FTE in the PWA (2 public works FTEs less 1 Finance FTE).

I feel it is critical to our operations to get these positions filled quickly, and in the long term, adding competent staff will reduce spending on contracted services and overtime. Resolution 2025-07 for the budget amendment is attached for your consideration.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2025-07.

ATTACHMENTS

1. 250303-Supplementals Reso 2025-07-PWA

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2025-07**

A RESOLUTION OF THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025.

WHEREAS, the Coweta Public Works Authority has expenses for which the budget for fiscal year 2024-2025 exceeds available resources; and

WHEREAS, 62 O.S. Section 310.5 provides that all fund balances reserved for unencumbered appropriations for the prior fiscal year on hand at the close of day September 30, may be appropriated by supplemental appropriation for the current fiscal year; and

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

NOW THEREFORE BE IT RESOLVED BY THE TRUSTEES FOR THE COWETA PUBLIC WORKS AUTHORITY FOR COWETA, OKLAHOMA, THAT THE FOLLOWING SUPPLEMENTAL APPROPRIATIONS BE MADE:

UTILITY SERVICES FUND

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REASON FOR EXPENDITURE</u>	<u>FUNDING SOURCE</u>
04-5101.031	Salaries	\$ 30,700	Staffing	Fund Balance
Total Utility Services Fund		<u>\$30,700</u>		

ADOPTED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY ON THIS 3RD DAY OF MARCH 2025.

Naomi Hogue, Chairman

Approved as to form:

Patrick Boulden, Trust Attorney

ATTEST:

Marcy Kilgore, Trust Secretary



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

Memorandum

To: Honorable PWA Chairman and Trustees

From: Mike Bell, Police Chief

Re: **ENCLOSED METAL BUILDING FOR WATER TREATMENT PLANT**

Date: March 3, 2025

BACKGROUND

Currently, the transfer pumps at the Water Treatment facility are exposed to extreme weather conditions, allowing the pumps to freeze during cold temperatures and causing additional deterioration from the sun and other related elements. To eliminate any future weather-related damage and reduce staff time monitoring the pumps during inclement weather, it is proposed to enclose the pumps in a metal building.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of an enclosed metal building from L&H Customs, LLC to house the transfer pumps at the Water Treatment facility at a cost of \$18,350, funded in account 04-5405.033.

ATTACHMENTS

1. L&H Customs Quote
2. Meadows Buildings Quote
3. JAG Quote

Quote



Prepared for

City of Coweta

13951 s 353rd, Coweta, OK 74429

539-240-7369

jbates@cityofcoweta-ok.gov

Provided by

L & H Customs

613 Greenwood Ave, Mannford, OK 74044

918-399-4303

lh.customs@yahoo.com

License no. 92-0704608

Sent by

L&H Customs LLC

918-399-4303

lh.customs@yahoo.com

Quote #114

Sent on 02/09/2025

Scope of work

Install Metal building

Products and services

Items

Metal building	\$18,350.00
Metal building with walk through door and roll up door	\$18,350.00 × 1
Built on existing concrete slab	

All material and labor included for a 20x30x12 metal building

*any machine rental will be provided or rented per city of coweta

Subtotal	\$18,350.00
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Total Price	\$18,350.00
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Offer good until: 02/28/2025

0

Request Changes

Approve



Meadow's Buildings 1485 N. Hwy 66 Catoosa, OK 74015 918.698.2196

BUILDING QUOTE

Name Jon Bates Date 2.26.2025
 City COWETA Email Jbates@CityofCoweta-OK.gov
 Phone 539-240-7369 Okay to Text? _____ Desired Build Date _____

<u>20</u> x <u>30</u> Building (with) <u>(without)</u> Concrete	\$ <u>16,900.00</u>
<u>14</u> ' Wall Height	\$ <u>1,500.00</u>
<u>1</u> (Regular) <u>Plyco</u> Entry Doors	\$ <u>100.00</u>
Entry Door Installations Only	\$ _____
<u>1</u> <u>12</u> x <u>12</u> Mid America Steel Commercial Overhead Door - Insulated? <u>No</u>	\$ <u>2,075.00</u>
_____ X _____ Mid America Steel Commercial Overhead Door - Insulated?	\$ _____
_____ X _____ Mid America Steel Commercial Overhead Door - Insulated?	\$ _____
_____ Overhead Door Frame-Out Only _____ X _____	\$ _____
_____ Overhead Door Frame-Out Only _____ X _____	\$ _____
<u>1</u> <u>3</u> x <u>3</u> Windows	\$ <u>395.00</u>
_____ X _____ Windows	\$ _____
Window Installations Only: Size _____	\$ _____
Insulation Roof and Walls (SRE) (SF) . <u>No</u>	\$ _____
Cupola (3x3)	\$ _____
Wainscoting (Yes) <u>(No)</u>	\$ _____
Special Truss Options	\$ _____
4/12 Pitch (Yes) (No)	\$ _____
_____ X _____ Lean-to (with) (without) Concrete	\$ _____
_____ X _____ Lean-to (with) (without) Concrete	\$ _____
Trip Charge (if over 50 miles from office):	\$ _____
Builders	\$ _____
Concrete	\$ _____
OH Company	\$ _____
Additional Custom Options	\$ _____
.....	\$ _____
.....	\$ _____
.....	\$ _____
TOTAL \$	<u>20,970.00</u>

Why Should I Consider Meadows Buildings

- We have been in business since 1997 and are the best in the building world.
- We are fully licensed and bonded and are a member of the Home Builders Association of Greater Tulsa.
- We are a Better Business Bureau Accredited Business.
- At Meadow's Buildings, we take pride in our commitment to providing our customers with the finest in buildings and customer service.

meadowsbuildings.net

PURCHASE AGREEMENT/QUOTE

SOLD TO:

Jon Bates

Name

918-260-1738

Cell Phone

Work Phone

Home Phone

310 S Broadway, Coweta OK 74429

Site Address

jbates@cityofcoweta-ok.gov

Email Address



918-260-3783 | www.JAGbuildings.com
11063-D S Memorial Drive #303 | Tulsa, OK 74133

Quote Date

02-26-25

Purchase Agreement Date

Reference (Required) (Name and phone number of closest relative or friend not living in your home).

Building Description and Options

Building

20 X 30

Building (with ☐) (without ☒) Concrete \$ 16,395.00

Will it be used for a home or living quarters? Yes ☐ No ☐

14 ' Wall Height \$ 2,600.00

Premium Options

YES Moisture Barrier Under the Concrete
*Only applicable if concrete selected above \$ JAG Standard

YES 26 Gauge Metal for Roof \$ JAG Standard

YES Concrete post holes with a monolithic pour
of 12"x12" concrete \$ JAG Standard

YES Jobsite clean-up service
(Cleans up the job-site and hauls away all scrap.)
\$ JAG Standard

YES Draftsman floor plans
(Required for pole barn homes.) \$ JAG Standard

YES Hurricane straps to increase wind load
(Required in Tulsa county.) \$ JAG Standard

YES Premium 3 ply
2x6 Laminated Posts \$ JAG Standard

YES Hot-dipped ring shank nails \$ JAG Standard

YES Color Matched Screws \$ JAG Standard

26 Gauge Metal for Walls \$

Post Cookies \$

Overhead Garage Doors (White)

(W) X (H)
Mid America Steel Commercial Overhead Door
Insulated? \$

(W) X (H)
Mid America Steel Commercial Overhead Door
Insulated? \$

(W) X (H)
Mid America Steel Commercial Overhead Door
Insulated? \$

1 Overhead Door Frame-Out Only
16 (W) X 12 (H) \$ 200.00

Overhead Door Frame-Out Only
(W) X (H) \$

8900 or 98022 Liftmaster
Garage Door Opener \$

Entry Doors (Includes Doorknob and Deadbolt)

1 Plyco S20 Security Door *Includes One Free *\$ Free
Walk Door

Plyco S20 Security Door with 9-lite Windows \$

Entry Door Installations Only \$

Windows |White |Black

X Windows Grids ☐ No Grids ☐ \$

X Windows Grids ☐ No Grids ☐ \$

Window Installations Only: Size \$

Window Installations Only: Size \$

Insulation

Solex Insulation
(Solid layer of R-13 Applied Between Wood and Metal) \$
Plans to have building spray foamed by another contractor. Yes ☐ No ☐
Spray foam should only be installed in buildings that will have HVAC.

Aesthetics

Cupola (2x2 ☐) (3x3 ☐) (4x4 ☐) \$

Wainscoting Yes ☐ No ☐ \$

Vaulted Trusses \$

Special Truss Options \$

☐ 3/12 pitch ☐ 4/12 pitch ☐ Custom \$

Lean-tos

X Lean-to (with ☐) (without ☐) Concrete \$

X Lean-to (with ☐) (without ☐) Concrete \$

X Gable Roof Extension \$

X X Wrap around porch \$

Does lean-to(s) drop down? How much?

What is the pitch of the Lean-to(s)

All lean-to's "inside to outside" measurements are affected by pitch and will be less than the roof length.

Trip Charge

Trip Charge (if over 40 miles from Tulsa, OK)
Builders, Concrete, and Door Company \$

Permitting

County or City Wagoner County Total Permit Cost \$ 600.00

Custom Options

Approaches/Sidewalks \$

Options \$

Options \$

Discounts

\$

TOTAL INVESTMENT

\$ 19,795.00

Notice: If an option is not selected/does not have a price in the pricing location (\$) on this quote sheet then it is not included in the sale/on your barn. Quote prices are subject to change without notice. All discounts or specials are limited to the dates they were advertised as valid. Quote does not include dirtwork or permit fees unless specified otherwise.

Dirt Work Quote (Not included in total above; paid directly to contractor) \$



TRUST is just one of the things WE BUILD WELL.

918-260-3783 | www.JAGbuildings.com | 11063-D S Memorial Drive #303 | Tulsa, OK 74133

Building Will Include:

- 4" 3500 PSI Concrete Slab Reinforced with 1/2" Rebar on 2' Centers (if concrete is selected.)
- Moisture Barrier Under Concrete.
- Choice of 26 or 29 Gauge Metal for the Roof.
- 29 Gauge Metal with 40 yr. Warranty Paint on Walls (unless requested otherwise.)
- 2x6 Wall Girts Spaced Between 24" and 32" (bottom 2x6's are treated.)
- Choice of 3/12, 4/12 or Custom Roof Pitch.
- Double 2x10 Headers.
- Rat Guard and Soffit Trim.
- Premium CCA Treated 3-Ply 2x6 laminated posts with 50-year warranty.
- 2x6 Engineered (IRC 2018) 115 mph Trusses on 5' Centers (2x4 trusses for 20' wide buildings.)
- 2x4 Ceiling Girts on 2' Centers.
- Treated Rafters and Lumber on Lean-tos that won't discolor in weather (if lean-tos are selected.)
- Hurricane straps to increase wind load.
- Three-foot-deep post holes.
- Hot-dipped Ring Shank Nails (these nails will not rust and greatly increase the wind sustainability.)
- We use premium color matched screws to attach the metal to the framing.
- All of our entry doors are security doors that include a 3" jamb, interior install bolts that can't be accessed from the exterior, and deadbolts.
- Concreted post holes with a monolithic pour of 12x12 concrete (rather than just filling holes with dirt, like other companies.)
- Job site clean-up (we clean up the job site and haul away all scrap.)
- Draftsman floor plans to ensure the building is exactly the way you want it.
- We obtain building permits (if customer desires.)
- We handle all building inspections.
- We use the same experienced dirt-work, concrete, and overhead door contractors for every job.
- We personally schedule all contractors.
- We stay on the same job until it is finished.
- We use in-house, background checked construction crews that are well-mannered, professional, and uniformed.
- We have crews that are trained to give attention to detail even at the expense of time. This is seen most dramatically in their beautiful trim work.
- We schedule OKIE to mark utility lines.

Due to the fact the quality of building materials sharply declined in Oklahoma in early 2020, we changed suppliers and outsource our material from Indiana and Missouri. You can see a notable difference in the quality of our material compared to other local companies. We choose to pay higher prices, but we strongly believe in excellence, and first- class beautiful buildings that will endure, and we know that's why our clients choose JAG.