



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

**AGENDA - REGULAR MEETING  
COWETA PUBLIC WORKS AUTHORITY  
COWETA CITY HALL, 310 S. BROADWAY  
MONDAY, JULY 7, 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 \_\_\_\_ Joshua Wilburn \_\_\_\_ Lauren Givan \_\_\_\_ Caroline Martin \_\_\_\_  
Jeremy Barnett \_\_\_\_

**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 June 2, 2025. *(Marcy Kilgore, City Clerk/Treasurer)*

**2. MINUTES OF THE JOINT SPECIAL MEETING**

Approval of the minutes of the Joint Special meeting held on June 2, 2025. *(Marcy Kilgore, City Clerk/Treasurer)*

**IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT**

**V. ADMINISTRATION**

**1. PROFESSIONAL SERVICES PROPOSAL - KEITHLINE ENGINEERING GROUP, PLLC**

Discuss and consider approval of a proposal from Keithline Engineering Group, PLLC for the acquisition of right of way for the 121st Street bridge project for an estimated cost of \$25,743.80.

**2. RESOLUTION 2025-23 REGARDING BUDGET AMENDMENTS**

Approval of the adoption of Resolution 2025-23, 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, Coweta, Oklahoma for fiscal year ending June 30, 2026; appropriating from unencumbered fund balance \$15,000.00 for a transfer pump

building, and \$525,000.00 for 121st Street bridge infrastructure improvements.

*Julie A. Casteen, Trust Manager*

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 AT LEAST 24 HOURS BEFORE THE MEETING.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING  
JUNE 2, 2025, 7:24 P.M.**

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The Trustees of the Coweta Public Works Authority met in regular session on Monday, June 2, 2025, at 7:24 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, Lauren Givan, Caroline Martin, Jeremy Barnett

**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 City Council/Coweta Public Works Authority/Coweta Industrial Development Authority Joint Special meeting held on April 4, 2025.
2. Minutes of the Coweta Public Works Authority Regular meeting held on April 7, 2025.
3. Minutes of the Coweta Public Works Authority Special meeting held on April 14, 2025.
4. Affirmation of the actions of the Coweta City Council regarding the engagement of Hinkle & Company, PC to perform the annual audit of the Coweta Public Works Authority for the fiscal year ending June 30, 2025.
5. Approval of Declaration of Surplus on the following items and authorizing the City Manager to dispose of them accordingly:
  1. Wastewater FMC/Bean Pump
  2. Water Backhoe Toothed Bucket
  3. #2 Water Backhoe Toothed Bucket
  4. 11-5257- Water/Wastewater 2011 Ford F750 Dump Truck

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING  
JUNE 2, 2025, 7:24 P.M.**

Aye: Harold Chance  
Naomi Hogue  
Lauren Givan  
Caroline Martin  
Jeremy Barnett

**IV. CONSIDER ITEMS REMOVED FROM CONSENT**

No items removed.

**V. ADMINISTRATION**

**1. RESOLUTION 2025-13 ON FY26 BUDGET ADOPTION**

Trust Manager Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-13, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma; adopting the budget for the Coweta Public Works Authority Utility Services Fund, the Ambulance Service Fund, the Sewer Improvements Fund, and the 1% Sales Tax Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026; and providing for the investment of these funds.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2025-13, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma; adopting the budget for the Coweta Public Works Authority Utility Services Fund, the Ambulance Service Fund, the Sewer Improvements Fund, and the 1% Sales Tax Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026; and providing for the investment of these funds.

Aye: Harold Chance  
Naomi Hogue  
Lauren Givan  
Caroline Martin  
Jeremy Barnett

**2. JOINT RESOLUTION 2025-15 MASTER FEE SCHEDULE**

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-15, a joint resolution of 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; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority to be effective July 1, 2025.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING  
JUNE 2, 2025, 7:24 P.M.**

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2025-15, a joint resolution of 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; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority to be effective July 1, 2025.

Aye: Harold Chance  
Naomi Hogue  
Lauren Givan  
Caroline Martin  
Jeremy Barnett

**3. RESOLUTION 2025-10 REGARDING BUDGET AMENDMENTS**

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-10, 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.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2025-10, 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.

Aye: Harold Chance  
Naomi Hogue  
Lauren Givan  
Caroline Martin  
Jeremy Barnett

**VI. NEW BUSINESS**

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

No new business.

**VII. ADJOURNMENT**

Chairman Hogue adjourned the meeting at 7:28 p.m.

---

Naomi Hogue, Chairman

---

Marcy Kilgore, Trust Secretary

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC  
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY  
JOINT SPECIAL MEETING  
JUNE 2, 2025, 6:00 P.M.**

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, Oklahoma.

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Coweta Industrial Trust Authority met in a joint special session on Monday, June 2, 2025, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

**COUNCILMEMBERS PRESENT:** Naomi Hogue, Harold Chance, Lauren Givan, Caroline Martin, Jeremy Barnett

**COUNCILMEMBERS ABSENT:** None.

**I. CALL TO ORDER**

The City Council meeting was called to order by Mayor Hogue.

**II.** The Coweta Public Works Authority meeting was called to order by Chairman Hogue.

**III.** The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue.

**IV. Pledge of Allegiance given**

**V. ROLL CALL**

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

**VI. PUBLIC HEARING**

**1. JOINT PUBLIC HEARING FY26 PROPOSED BUDGET**

City/Trust Manager Julie Casteen discussed the proposed Operating/Capital budget for all funds and Trust Authorities for the fiscal year ending June 30, 2026 (FY26). Important items discussed included: a 3.5% COLA increase for all non-contractual employees, a 3% increase for PWA utility rates and other service fees, with an additional increase of at least 3% planned in subsequent years to cover increase in operating costs, an additional \$1.00 added to monthly sewer rates to assist with debt service tied to sewer plant expansion and improvements, an investment of \$300,788 for public safety equipment and vehicles, \$10.5 million for the new fire station and \$8.2 million for a new police station, \$300,000 for general roadway repaving projects, \$850,000 for Roland Park improvements, and \$50,000 for sports complex improvements.

Other than the discussion, no action was taken.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC  
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY  
JOINT SPECIAL MEETING  
JUNE 2, 2025, 6:00 P.M.**

**VII. ADJOURNMENT**

Mayor Hogue adjourned the City Council meeting at 6:17 p.m.

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 6:17 p.m.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 6:17 p.m.

\_\_\_\_\_  
Naomi Hogue, Mayor

\_\_\_\_\_  
Marcy Kilgore, City Clerk

\_\_\_\_\_  
Naomi Hogue, PWA Chairman

\_\_\_\_\_  
Marcy Kilgore, City Clerk

\_\_\_\_\_  
Naomi Hogue, CIDA Chairman

\_\_\_\_\_  
, CIDA Secretary



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

## Memorandum

To: Honorable PWA Chairman and Trustees

From:

Re: **PROFESSIONAL SERVICES PROPOSAL - KEITHLINE ENGINEERING GROUP, PLLC**

Date: July 7, 2025

---

### **BACKGROUND**

The engineering plans for the 121st Street bridge have been finalized; however, the project cannot proceed to the bidding phase until the necessary right-of-way (ROW) for the bridge expansion is secured to allow for utility relocation.

Keithline Engineering Group, based in Tulsa, is available to perform the ROW acquisition within an estimated 60- to 90-day timeframe. The proposed cost is \$25,743.80, which includes \$18,000 allocated for acquisition costs, title research, and staking of the affected parcels.

### **STAFF RECOMMENDATION**

Staff recommends approval of a proposal from Keithline Engineering Group, PLLC at an estimated cost of \$25,743.80, budgeted in account 36-5411.015.

### **ATTACHMENTS**

1. Keithline ROW Acquisition Proposal for Coweta Box Culvert



July 2, 2025

Ms. Julie Casteen  
City Manager, City of Coweta  
P.O. Box 850  
Coweta, OK 74429

Subject: Proposal for ROW Acquisition of Adjacent Landowners Coweta Creek Box Bridge Culvert Replacement, City of Coweta, Oklahoma

Dear Ms. Casteen:

Keithline Engineering Group (KE) is pleased to provide the City of Coweta with a fee proposal of \$25,743.80 and 60 calendar days for acquisitions of four (4) parcels from four (4) landowners for the subject projects. Parcels to be acquired are highlighted in the Bid Plans received for the subject project.

Our fees are based on the scope of services below:

1. Right-of-way for this project will be acquired under the Oklahoma Department of Transportation (ODOT) Local Public Agency (LPA) and the Uniform Act (URA) guidelines, policies, and procedures.
2. Project correspondence, including monthly status reports, will be provided by KE.
3. KE will provide signed parcels for four (4) parcels to acquire from four (4) Owners.
4. KE will set up parcel files.
5. KE will conduct title research verifying ownership of and liens on each parcel.
6. KE will prepare a Notice of Interest to Acquire (NOI) letters.
7. Based on sales data and the size of the acquisition areas, it is anticipated that the offers will be less than \$10,000 and will not require appraisals.
8. Upon completion of the Waiver Valuations, offer packages will be generated and KE will send them to the City for signature.
9. KE will contact property owners to explain the project, and the acquisition area, and answer questions regarding the project and its impact on the property.
10. The written offers will be presented to the owners. If an owner does not accept the City's offer after 45 days, a counteroffer will be solicited from the landowner, including documented justification. KE will send the counteroffer to the city for consideration of a possible administrative offer.
11. Once an agreement is reached with an owner, KE will send the signed documents to the city for payment. KE will file the easement with the County Clerk.
12. KE will obtain the partial release of a mortgage from the lien holder.

13. If after three (3) attempts a settlement cannot be reached, KE will prepare the file for condemnation and KE will submit it to the City for filing and processing for the condemnation suit.
14. KE will provide the city with copies of acquisition paperwork including the parcel files for future reference.
15. KE will provide deliverables at the end of the project.

Below is a breakout of our total fees produced from hourly rates in Attachment 'A':

Task	Hours	Rate	Subtotal
Principal	2	192.40	\$384.80
PM	8	148.00	\$1,184.00
Acquis Mgmnt			\$6,000.00
Acquisition	4	3500.00	\$14,000.00
Title Search	4	500.00	\$2,000.00
R/W Staking 4 Parcels	4	500.00	\$2,000.00
Mileage	250	0.70	\$175.00
	<b>TOTAL</b>		<b>\$25,743.80</b>

The duration of the work will be **60 calendar days**, assuming the landowners will be willing participants. If the landowners are unwilling participants, then the duration could last to **90 calendar days**.

Professional Services Not Included is below:

- 1) Assuming Appraisal Waiver Valuations of the parcels is not needed because the expected ROW is expected to not exceed \$10,000. If Appraisal Waiver Valuations are required, this will require an amendment to the contract.
- 2) Additional parcels will be billed at the unit rate.
- 3) Relocations are not included in this fee.

If additional services are needed, attached are the professional hourly service rates in Attachment 'A'.

Terms and Conditions of the Agreement are listed in Attachment 'B'.

Thank you for the opportunity to provide ROW acquisition services as described in this proposal and look forward to providing the services listed to you and your staff.

Sincerely,

**KEITHLINE ENGINEERING GROUP**



Principal

Attachment 'A'

Attachment 'B'

cc: Jim Umdenstock, PE  
Barry Pyles, PM

**Approved and Accepted:**

City of Coweta \_\_\_\_\_

Address: \_\_\_\_\_

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

Print & Sign

Title:



**ATTACHMENT 'A'**

Client: Ms. Julie Casteen  
City Manager, City of Coweta  
P.O. Box 350  
Coweta, OK 74429

Engineer: Daniel A. Keithline, P.E.  
Keithline Engineering Group  
8556 East 101<sup>ST</sup> Street, Suite C  
Tulsa, Oklahoma 74133

**Additional Services:**

At the request of the City of Coweta, Keithline Engineering Group can provide the additional services:

- Bidding Services
- General Services during Construction
- On-site Inspection Services
- Project Management
- Construction Staking/Survey
- Quality Control and Quality Assurance
- ROW Acquisition

Keithline Engineering Group hourly labor rates, including all markups, are as follows:

- Project Principal.....\$192.40/hr.
- Senior Engineer.....\$177.60/hr.
- PM.....\$148.00/hr.
- Appraiser.....\$136.16/hr.
- Technician III (Designer).....\$118.40/hr.
- Technician II (CAD).....\$106.56/hr.
- Survey Drone.....\$171.68/hr.
- Survey Crew (QA).....\$177.60/hr.
- Construction Inspector.....\$133.00/hr.
- Clerical.....\$68.08/hr.
- Mileage .....\$0.70 per Mile
- Cell Phone & Camera ..... \$7.00 per Calendar Day on Job

## ATTACHMENT B

### KEITHLINE ENGINEERING GROUP, PLLC - GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)

- 1. Services:** This Agreement is entered into between Client and Keithline Engineering Group, pllc ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not included in the Scope of Services described by Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.
- 2. Work Product:** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared, plans, specifications, cost estimates that are issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such products to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
- 3. Payment:** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1½ % per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.
- 4. Standard of Care:** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
- 5. Limitation of Liability:** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
- 6. Construction Observation:** If included in the Services, Consultant's services during construction shall be limited to observation and testing of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.
- 7. Certifications/Construction Documents:** Consultant shall sign certifications/seal only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
- 8. Samples:** All geotechnical samples shall remain the property of the Client. Client shall promptly, at its cost, remove and lawfully dispose of samples, cuttings and hazardous materials. If appropriate, Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples or return them to Client at Client's cost.
- 9. Client Responsibilities:** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
- 10. Electronic Media:** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
- 11. Indemnification:** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to, Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
- 12. Dispute Resolution:** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.
- 13. Changed Conditions:** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
- 14. Governing Law:** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
- 15. Additional Provisions:** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.



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

## Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **RESOLUTION 2025-23 REGARDING BUDGET AMENDMENTS**

Date: July 7, 2025

---

### **BACKGROUND**

#### **Utility Services Fund:**

The purchase of a metal building to enclose the transfer pumps at the Water Treatment Plant was approved at the March 3, 2025 meeting of the Coweta Public Works Authority. After several months of delay, the contractor backed out of the project, originally contracted for \$18,350.00. A second contractor was selected, but the order was not placed before the end of the fiscal year, so there is no funding available without a supplemental appropriation. The cost of the new building is approximately \$15,000, which can be funded from fund balance. This project is crucial in preventing the transfer pumps from freezing during the winter months, ensuring smooth water distribution operations in freezing weather.

#### **1% Sales Tax Fund:**

Engineering for the 121st Street Bridge Replacement project is now complete; however, expanding the bridge to three lanes requires additional right-of-way (ROW). Keithline Engineering has submitted a proposal to secure the necessary acquisitions at an estimated cost of \$25,743.80. While no funds have been appropriated to date, the total project cost is projected at \$500,000.00. A supplemental appropriation of \$525,000.00 from fund balance is proposed to cover the anticipated expenses and may be revised later if needed. The project cannot proceed to the bid phase until ROW acquisition is finalized and utility relocations are substantially complete.

### **STAFF RECOMMENDATION**

Staff recommends the adoption of Resolution 2025-23.

**ATTACHMENTS**

1. 250707-Supplementals Reso 2025-23-PWA

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA**

**RESOLUTION 2025-23**

**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, 2026; APPROPRIATING FROM UNENCUMBERED FUND BALANCE \$15,000.00 FOR A TRANSFER PUMP BUILDING AND \$525,000.00 FOR 121<sup>ST</sup> BRIDGE INFRASTRUCTURE IMPROVEMENTS.**

**WHEREAS**, the Coweta Public Works Authority has expenses for which the budget for fiscal year 2025-2026 exceeds available resources; and

**WHEREAS**, the Coweta Public Works Authority has elected to comply with the Municipal Budget Act (11 O.S. §17-201-§17-216) through the adoption of Resolution 1989-03 on May 1, 1989; and

**WHEREAS**, The Municipal Budget Act allows for budget amendments pursuant to 11 O.S. §17-215(B); and

**WHEREAS**, the Coweta Public Works Authority desires to make supplemental appropriations for 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:**

**See the attached EXHIBIT A which is incorporated into this Resolution by reference.**

**ADOPTED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY ON THIS 7<sup>th</sup> DAY OF JULY 2025.**

\_\_\_\_\_  
Naomi Hogue, Chairman

Approved as to form:

\_\_\_\_\_  
Patrick Boulden, Trust Attorney

ATTEST:

\_\_\_\_\_  
Marcy Kilgore, Trust Secretary

**RESOLUTION 2025-23**

**EXHIBIT A**

**UTILITY SERVICES FUND**

---

<b>ACCOUNT #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>REASON FOR EXPENDITURE</b>	<b>FUNDING SOURCE</b>	<b>FUND BALANCE AMOUNT</b>
04-5405.033	Buildings & Improvements	\$15,000	Building for Transfer Pumps	Fund Balance	\$15,000
<b>Total Utility Services Fund</b>		<b>\$15,000</b>			<b>\$15,000</b>

**1% SALES TAX FUND**

---

<b>ACCOUNT #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>REASON FOR EXPENDITURE</b>	<b>FUNDING SOURCE</b>	<b>FUND BALANCE AMOUNT</b>
36-5411.015	Infrastructure	\$525,000	121st Steet Bridge	Fund Balance	\$525,000
<b>Total 1% Sales Tax Fund</b>		<b>\$525,000</b>			<b>\$525,000</b>