



P.O. BOX 850 | COWETA, OKLAHOMA 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**  
**IMMEDIATELY FOLLOWING THE MEETING**  
**OF THE COWETA CITY COUNCIL**  
**MONDAY, SEPTEMBER 13, 2021 6:00 P.M.**

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

I. CALL TO ORDER

II. ROLL CALL

EVETTE YOUNG \_\_\_\_\_  
HAROLD CHANCE \_\_\_\_\_  
NAOMI HOGUE \_\_\_\_\_  
LOGAN BROWN \_\_\_\_\_  
RANDY WOODWARD \_\_\_\_\_

III. CONSENT

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

1. AMENDMENT OF AGREEMENT

AFFIRMATION OF THE ACTION TAKEN BY THE COWETA CITY COUNCIL REGARDING THE FIRST AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE DATED DECEMBER 28, 2017, BETWEEN THE CITY OF COWETA AND THE COWETA PUBLIC WORKS AUTHORITY AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[210913 FIRST AMENDMENT TO THE AGREEMENT OF COMPROMISE SETTLEMENT AND RELEASE.PDF](#)

2. INTERAGENCY AGREEMENT

AFFIRMATION OF THE ACTIONS TAKEN BY THE COWETA CITY COUNCIL REGARDING A CERTAIN INTERAGENCY AGREEMENT WITH THE OKLAHOMA WATER RESOURCES BOARD PERTAINING TO THE PERFORMANCE OF A HYDROGRAPHIC SURVEY. (ROGER KOLMAN, TRUST MANAGER)

Documents:

[210913 INTERAGENCY AGREEMENT.PDF](#)

3. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING HELD ON JULY 12, 2021. (JULIE CASTEEN, ASSISTANT TRUST MANAGER)

Documents:

[210712 MINUTES OF THE PWA.PDF](#)

IV. NEW BUSINESS

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

V. 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.**

First Amendment to the Agreement of Compromise, Settlement and Release  
Dated December 28, 2017

This First Amendment (“Amendment”) to the Agreement of Compromise, Settlement and Release Dated December 28, 2017 (“2017 Settlement”) is made and entered into between Rural Water District No. 5, Wagoner County, Oklahoma (the “District”) and the City of Coweta (“City”) and the Coweta Public Works Authority (“CPWA”) (collectively City and CPWA are referred to as “Coweta”). Each are a Party and together the Parties.

This Amendment is made effective on the date it has been last approved and signed by the District, Coweta and the United States Department of Agriculture/Rural Utilities Service (“USDA”).

1. This Amendment shall amend the terms and conditions of the 2017 Settlement, only with respect to the provisions herein contained, and the 2017 Settlement shall in all other respects remain in full force and effect and unaltered.

2. The Royalty Area as that term is defined in the 2017 Settlement, shall also include the land identified in the attached Exhibit A as Tract No. 1, comprising approximately 5.51 acres, notwithstanding any provision in the 2017 Settlement to the contrary, including without limitation the provision referencing the Royalty Area in Section 7 (f) that any such land would be annexed by Coweta. The Parties so agree knowing that at the time of executing this Amendment that said Tract No. 1 is not within the Coweta City Limits and has not been, nor contemplated to be, annexed by Coweta.

\_\_\_\_\_

\_\_\_\_\_

In Witness Whereof, the District and Coweta have executed this Amendment.

City of Coweta

Coweta Public Works Authority

Mayor of the City of Coweta

Chairperson of the Coweta Public  
Works Authority

Dated:

Dated:

\_\_\_\_\_  
Attest  
Title:

Dated:

Rural Water District No. 5, Wagoner County, Oklahoma

\_\_\_\_\_  
Chairperson/President

Dated:

The United States Department of Agriculture/Rural Utilities Service consents to and does not oppose this Amendment.

United States Department of Agriculture/Rural Utilities Service

By  
Authorized Representative

Dated:

## INTERAGENCY AGREEMENT

**THIS AGREEMENT**, dated as of the date of the last signature herein, by and between the Oklahoma Water Resources Board, hereafter referred to as "OWRB", an agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 1085.1, and the City of Coweta, Oklahoma, hereafter referred to as "City", a municipality organized and existing pursuant to the laws of the State of Oklahoma, more specifically, 11 O.S. § 4-101 et seq. and 11 O.S. §10-101 et seq.

### **WITNESSETH:**

**WHEREAS**, 27A O.S. § 1-3-101 provides in part that the OWRB has a number of jurisdictional areas of environmental responsibility for the State of Oklahoma, including but not limited to administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes; and

**WHEREAS**, pursuant to 82 O.S. § 1085.2(2) the OWRB is authorized to make such contracts as in the judgment of the OWRB are necessary or convenient to the exercise of any of the powers conferred upon it by law; and

**WHEREAS**, the City is responsible under State and federal law to provide safe and reliable drinking water to its citizens; and

**WHEREAS**, in order to assist the City in carrying out its responsibilities, the City desires to obtain a hydrographic survey of their water intake oxbow; and

**WHEREAS**, the OWRB has the personnel, labor, and facilities available to produce a hydrographic survey for the City as described herein; and

**WHEREAS**, the City and the OWRB desire to enter into this Agreement for completion of the hydrographic survey, upon the terms and conditions set forth in this Agreement.

**WHEREAS**, this Agreement is further authorized by 74 O.S. § 581.

**NOW, THEREFORE**, in consideration of the above, it is agreed:

1. **WORK TO BE PERFORMED BY OWRB.** The OWRB shall complete work and services in accordance with and as described in "Attachment A - Scope of Work" attached hereto and incorporated by reference herein.
2. **COMPENSATION BY CITY TO BOARD.** Board shall be compensated for actual services rendered and costs incurred, with the total amount not to exceed Thirteen Thousand Six Hundred and Thirty-Eight Dollars and no cents (\$13,638.00) for all the services, necessary items, and other costs incurred or provided by the OWRB.
3. **INVOICES.** The Board shall provide written invoices to the City for services rendered and costs incurred. Such invoices shall be in a form acceptable to the City and shall appropriately categorize the services and other costs and expenses rendered in categories as set forth in other contracts.
4. **TERM; EXTENSIONS; TERMINATION.** This Contract shall become effective July 1, 2021, or the date it is fully executed by both parties, whichever occurs later, and shall remain effective through June 30, 2022,



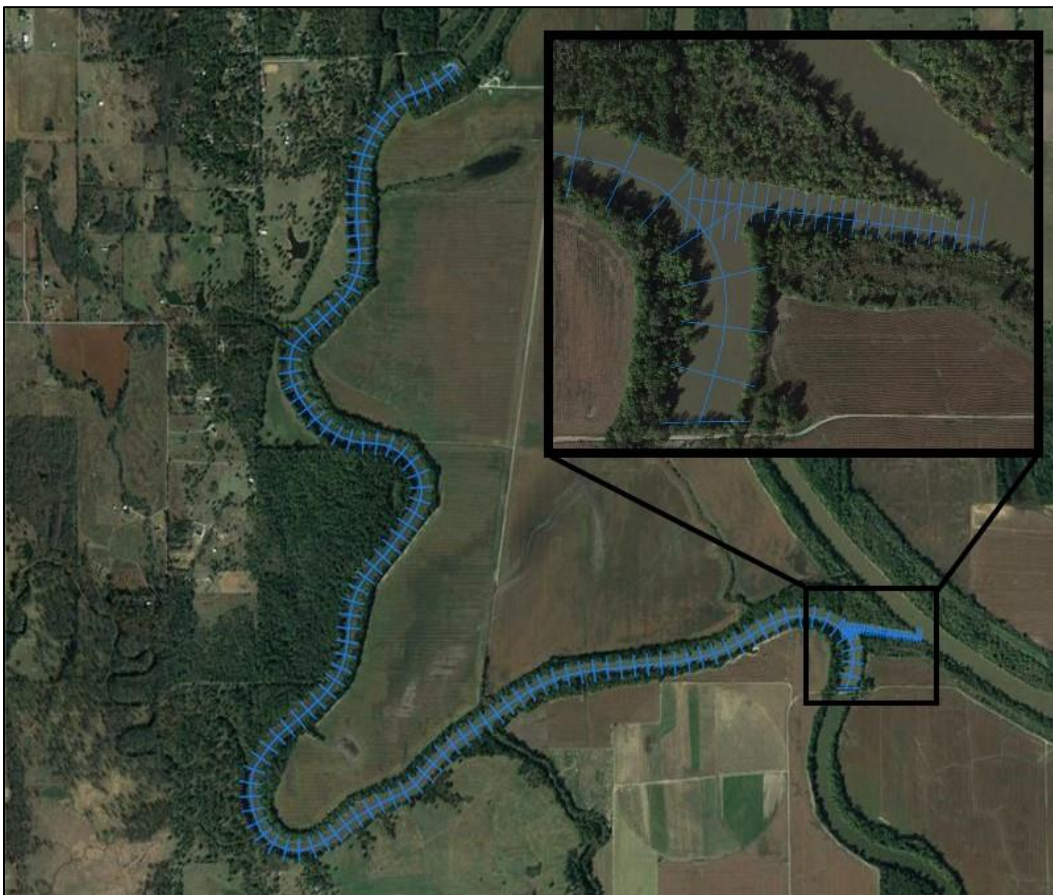
## Scope of Work

### Coweta Oxbow Hydrographic Survey

The objective of this survey is to collect hydrographic data of the Coweta Oxbow for the City of Coweta when the oxbow is at or near normal pool elevation. The work proposed is to check for and identify any issues relating to possible siltation during periods of heavy flooding in the watershed. Area and capacity figures will be computed using modern hydrographic technology.

### Survey Plan

Hydrographic data will be collected using Differential Global Positioning System (DGPS) for location and a dual frequency Echosounder for depth. A transect spacing of 200ft will be used with increased coverage in areas of interest (i.e., the inlet/outlet to the Verdigris River). Surveying with current equipment and methods will allow for a better understanding of the oxbow's status. Current techniques and increased coverage will also result in highly precise area/capacity figures. Available LIDAR data will be combined with the hydrographic data to calculate volumes into the flood and surcharge pool.



*Figure 1. Aerial image of Coweta Oxbow Showing 200 ft transects and centerline for main body as well as a Zoom inlay of the inlet/outlet with 50 ft transect spacing.*



## Products and Timeline

A full report with maps as well as calculations will also be created and provided to Coweta. All data, metadata, and maps will be stored for future reference and can be made available upon request. This work will be performed by the OWRB during November 2021 – February 2022 with a final report due by June 2022.

Table 1. Project Budget

<b>PROJECT BUDGET</b>	
<b>Total Personnel Costs</b>	<b>Sub-total = \$ 11,926</b>
<b>Travel and Per-Diem</b>	<b>Sub-total = \$ 412</b>
<b>Supplies and Maintenance</b>	<b>Sub-total = \$ 1,300</b>
<b>TOTAL PROJECT COST = \$ 13,638</b>	

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING  
JULY 12, 2021 7:20 P.M.**

The Trustees of the Coweta Public Works Authority met in regular session on Monday, July 12, 2021 at 7:20 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

**TRUSTEES ABSENT:** None.

**I. CALL TO ORDER**

The meeting was called to order by Chairman Young.

**II. ROLL CALL**

Roll call taken. Trustees were present as shown above.

**III. CONSENT**

Motion by Harold Chance, second by Randy Woodward to approve the consent calendar items:

1. Minutes of the Coweta Public Works Authority Regular Meeting held on June 7, 2021.

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

**IV. OLD BUSINESS**

**1. Agreement Renewal**

Trust Manager Roger Kolman discussed an extension to the agreement with Covanta, the City's contractor for waste incineration. The Coweta Public Works Authority has the option to extend the agreement for an additional two years two times during the contract period.

Motion by Randy Woodward, second by Harold Chance, to adopt Resolution 2021-20, a resolution of the Trustees of the Coweta Public Works Authority, Coweta, Oklahoma exercising the option to renew a certain waste disposal agreement with Covanta Tulsa Renewable Energy, LLC.

Aye: Randy Woodward  
Harold Chance

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING  
JULY 12, 2021 7:20 P.M.**

Naomi Hogue  
Logan Brown  
Evette Morris

**V. NEW BUSINESS**

There was no new business.

**VI. ADJOURNMENT**

Chairman Young adjourned the meeting at 7:22 p.m.

---

Evette Young, Chairman

---

Julie Casteen, Trust Secretary