

M E M O



TO: Roger Tribby
FROM: Linda D. Courtright
DATE: 12/06/2007
SUBJECT: Oak Tree Estates Contract
CC:

Linda D. Courtright • Manager • Utility Customer Services
E-Mail: Linda.Courtright@edmondok.com • Phone: (405) 359-4550 • Fax: (405) 359-4814

The attached contract is provide for your review as requested. I have also included the current water rate resolution adopted by our City Council. Should you have additional questions please feel free to contact me directly at the location listed above.

AGREEMENT

THIS AGREEMENT is entered into between the City of Edmond and the Edmond Public Works Authority (hereinafter referred to collectively as "Edmond") and Landmark Land Co., Inc. (hereinafter "Landmark") on the 17th day of April, 1980, for the purpose of setting forth the agreement of the parties for the use of water outside the territorial limits of the City of Edmond from the water works system owned by the City of Edmond and controlled and operated by the Edmond Public Works Authority. This contract is made pursuant to the authority granted by the Charter of the City of Edmond, the Trust Indenture of the Edmond Public Works Authority and the provisions of 11 O.S. 1977 §37-120. The "service area" referred to herein is more particularly described as:

Lots 11, 12 and 13 of Block 1; Lots 1 through 7, inclusive, of Block 2; Lots 7 through 15, inclusive, of Block 3; All of Block 4; Lots 9 through 14, inclusive, of Block 5; All of Block 6; Lots 8 through 14, inclusive, of Block 8; and Lots 34 and 36 of Block 18, Oak Tree Estates, Logan County, Oklahoma, according to the recorded plat thereof.

In consideration of the covenants and agreements to be kept and performed by the parties hereto as hereinafter set forth, it is agreed by and between Edmond and Landmark as follows:

1. Landmark agrees to provide Edmond two (2) sites for the drilling of water wells, one site to be in Lot 15, Block 3, Oak Tree Estates, according to the recorded plat thereof and the other to be in Lot 1, Block 7, Oak Tree Estates, according to the preliminary plat thereof.
2. Landmark agrees to pay Edmond the sum of Sixty-five Thousand Dollars (\$65,000.00) which shall be used by Edmond to defray the expenses of drilling a water well, whether the well is located within the service area or in some other area.
3. Landmark agrees to assign to the City of Edmond its right to the temporary ground water permit issued pursuant to Application 78-508 by the Oklahoma Water Resources Board.
4. Landmark agrees to install water lines and fire hydrants in the service area and to dedicate them to the City of Edmond.

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Said water lines shall conform to plans and specifications approved by Edmond and this agreement shall not take effect until such lines are accepted by Edmond.

5. Landmark shall install a twelve inch (12") water main from the service area to connect with Edmond's water main on Kelly. Said water main shall be dedicated to Edmond, shall conform to plans and specifications approved by Edmond, and this agreement shall not take effect until said water main has been accepted by Edmond.

6. Edmond agrees to furnish water within the service area for all uses and purposes for which it has appropriative rights, of a quality, at pressures, and in quantities so as to provide water service similar to that furnished inside the City, without any discrimination against users in the contract service area as against the water service furnished users inside the City. The water service so rendered by Edmond shall be pursuant to the same policies and standards as if the contract service area were inside the City.

7. Edmond agrees to maintain all water service facilities it owns or to come under its dominion hereunder with reasonable and normal care to the extent that such maintenance is necessary to the furnishing of the water service provided for hereunder.

8. Edmond may establish, impose and collect charges for the water service it provides users in the service area hereunder, and further may impose or discontinue a charge for the initial connection of the user to the water system. These charges shall be set on the same basis and under the same rules and regulations as water service charges and water connection charges are set for users within the territorial limits of Edmond.

9. All the general rules, regulations and amendments thereto placed in force by Edmond from time to time concerning the operation of the Edmond Municipal Water System and conditions of service from that system shall be as fully enforceable in the contract service area as inside the City.

10. Edmond and Landmark recognize that water supply for the Edmond water system is dependant upon natural resources from which the supply is variable in quantity and beyond the control of Edmond. No liability shall attach to Edmond hereunder on account of any failure to adequately anticipate the availability of the water supply

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or because of an actual failure of the water supply due to inadequate runoff or occurrence beyond the reasonable control of Edmond. Edmond agrees to provide adequate facilities to make available to the users within the service area a permanent water supply in view of the historical experience with runoff, so far as reasonably possible. If conditions develop that it becomes apparent to Edmond that all areas cannot be supplied adequately pursuant to this and similar contracts, Edmond reserves the right, in order to protect existing water users, to discontinue the granting of further taps hereunder; provided, however, Edmond shall be obligated to exercise this right of discontinuance uniformly throughout the City and throughout other service contract service areas, if any.

11. The parties agree that Edmond may, in order to enable it to provide an adequate supply of water to all its users in time of shortage, limit the delivery of water and restrict the use thereof hereunder. The extent to which limitation of water delivery to customers and to which limitation of the use of water may be necessary to enable Edmond to provide adequately for users is a fact to be determined by the Board as the occasion may require.

12. No enlargement of the contract service area or any other amendment of this contract may be made except by mutual agreement entered into with the same formality as that employed in the execution of this contract.

13. This contract shall remain in force until terminated by mutual agreement.

14. Each one of the benefits and burdens of this agreement shall inure to and be binding upon the respective legal representative, successors and assigns of the parties hereto.

CITY OF EDMOND


CARL F. PERLMAN - MAYOR

ATTEST:

CITY CLERK

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MARY ANN KARNS
CITY ATTORNEY

City of Edmond

City Attorney's Office

P. O. BOX 1280
EDMOND, OKLAHOMA 73034
PHONE 348-8830 EXT. 245



TO: Dallas Graham, City Manager
FROM: Mary Ann Karns, City Attorney ()
DATE: April 2, 1980
RE: Water service for Oak Tree Estates

Attached is an agreement to be executed by the City and the Public Works Authority with Landmark Land Co., Inc. to provide for the furnishing of water to Oak Tree Estates. This contract reflects the previous agreement in principle that we reached with Landmark Land Co. quite some time ago.

Landmark will provide the City with an easement for a water well site at the present time, and a second site will be given when the additional land in that area is developed. Landmark has already complied with the provisions of Paragraphs 3, 4 and 5, and according to the Public Works Director these mains are ready for City acceptance. It is also my understanding that Landmark is ready to make its payment of \$65,000.00 to the City.

The contract generally provides that Edmond will furnish the residents of Oak Tree Estates with water on the same basis and at the same charge it makes to users within the City, with no discrimination against them. The contract may be amended in writing by mutual agreement and shall be terminated only by mutual agreement.

The following action is needed: (1) acceptance of the easement for the water well site on Waterloo Road; (2) acceptance of the improvements so that the maintenance bonds shall begin running; (3) approval of the contract by the City and by the PWA.

MAK/tc

1-100-2

RESOLUTION NO. 14-05

A RESOLUTION FIXING WATER RATES FOR WATER SERVICE INSIDE AND OUTSIDE THE CITY LIMITS OF THE CITY OF EDMOND, OKLAHOMA

WHEREAS, the City of Edmond is operating the water distribution system in the City of Edmond, Oklahoma; and

WHEREAS, the following rate schedules have been submitted by the City Manager in keeping with the recommendation of a rate study conducted by R. W. Beck in 2004; and

WHEREAS, it is the judgment of the Edmond City Council that the designated rates are reasonable and are necessary for the efficient operation of the water system.

NOW, THEREFORE, BE IT RESOLVED BY THE EDMOND CITY COUNCIL, that the following water rates are hereby established:

SECTION I: WATER RATES INSIDE CITY LIMITS:

A. For residential, commercial and industrial, except as hereinafter provided, effective February 1, 1990:

			<i>inside</i>	<i>outside</i>
0 to 1,000 gallons	5/8 inch meter	\$ 4.57 per month -	71	91
0 to 1,000 gallons	3/4 inch meter	\$ 4.57 per month -	71	91
0 to 1,000 gallons	1 inch meter	\$ 7.53 per month -	72	92
0 to 1,000 gallons	1 1/2 inch meter	\$ 14.76 per month -	73	93
0 to 1,000 gallons	2 inch meter	\$ 20.89 per month -	74	94
0 to 1,000 gallons	3 inch meter	\$ 41.90 per month -	75	95
0 to 1,000 gallons	4 inch meter	\$ 63.40 per month -	76	96
0 to 1,000 gallons	6 inch meter	\$126.93 per month -	77	97
0 to 1,000 gallons	8 inch meter	\$229.17 per month -	78	98

B. For residential, commercial and industrial, except as hereinafter provided, effective with billing on July 1, 2005:

1. 2,000 through 3,000 gallons - \$3.40 (currently \$2.70) per 1,000 gallons per month;
2. 4,000 through 10,000 gallons - \$3.80 (currently \$2.95) per 1,000 gallons per month; and
3. 11,000 gallons and over - \$4.35 (currently \$3.35) per 1,000 gallons per month.

C. For residential, commercial and industrial, except as hereinafter provided, effective with billing on July 1, 2008:

1. 2,000 through 3,000 gallons - \$3.60 per 1,000 gallons per month;
2. 4,000 through 10,000 gallons - \$3.95 per 1,000 gallons per month; and
3. 11,000 gallons and over - \$4.60 per 1,000 gallons per month.

D. For residential, commercial and industrial, except as hereinafter provided, effective with billing on July 1, 2009:

1. 2,000 through 3,000 gallons - \$3.75 per 1,000 gallons per month;
2. 4,000 through 10,000 gallons - \$4.15 per 1,000 gallons per month; and
3. 11,000 gallons and over - \$4.75 per 1,000 gallons per month.

E. For multi-family residences, mobile home parks and other residences, which are jointly and commonly metered, whether occupied or unoccupied:

The minimum charge per month shall be \$4.57 times the total number of units. All water in excess of the first 1,000 gallons, times the total number of units, shall be billed as stated in SECTION I.

SECTION II. WATER RATES OUTSIDE THE CITY LIMITS:

For residential, commercial and industrial, the rates shall be twice the inside City rates.

~~SECTION III. TEMPORARY INDUSTRIAL USER~~

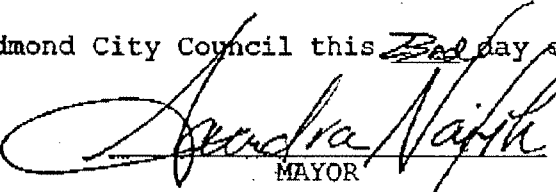
The City Manager is hereby authorized to negotiate terms and conditions and set water rates for temporary industrial water users requiring a minimum of 80,000 gallons per day, except the terms of the contract shall not exceed beyond six (6) months without being subject to renegotiation. The Authority shall be provided with copies of any and all such agreements.

SECTION IV. FLUSH METERS:

- A. For all flush meters utilized monthly, registering zero to 100,000 gallons of use per month, the minimum monthly charge will be \$250.00. All consumption charges over 100,000 gallons shall be as stated in SECTION I above.
- B. For all flush meters utilized less than 30 days, the

charges shall be \$15.00 service initiation fee plus \$8.25 per day, which includes a maximum daily average of 3,000 gallons. All consumption in excess of number of days of use times 3,000 gallons shall be billed as stated in SECTION I above.)

PASSED AND APPROVED by the Edmond City Council this 23rd day of May, 2005.


MAYOR

ATTEST:


CITY CLERK

Approved as to form and legality this 23rd day of May, 2005.


CITY ATTORNEY

ACCEPTED by The Edmond Public Works Authority this 23rd day of May, 2005.


CHAIRMAN

ATTEST:


SECRETARY

EDMOND CITY COUNCIL MEMBER INFORMATION

Mayor Dan O'Neil

P.O. Box 2970

Edmond, OK 73083

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E-mail: dan.oneil@edmondok.com

term: 04/2007 - 04/2009

Council Member Wayne Page - Ward 1

P.O. Box 2970

Edmond, OK 73083

(Home) 340-5577

E-mail: wayne@wayncpage.com

first term: April 2003, Reelected 04/2007 - 04/2011

Council Member Elizabeth Waner - Ward 2

PO Box 2970

Edmond, OK 73083

359-4641

ebwaner@hotmail.com

Term: 04/2007 - 04/2011

Council Member Charles Lamb - Ward 3

P.O. Box 1245

Edmond, OK 73083

(Home) 348-7926

(Fax) 330-3266

Email: chukolamb@aol.com

Mayor Pro Tem, Since 2003

Current Council Term, April 2005 to April 2009

First Council Term, 1993 to 1997

Second Council Term, 2001 to 2005

Council Member David Miller - Ward 4

P.O. Box 2970

Edmond, OK 73083

(Office) 341-8147

(Fax) [mailto:\(Fax\)dcmiller@sbcglobal.net](mailto:(Fax)dcmiller@sbcglobal.net) 330-3267 dcmiller@sbcglobal.net

Current Council Term, April 2005 to April 2009

First Council Term, 2001 to 2005