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

AGENDA - REGULAR MEETING

COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, JULY 12, 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 Mayor and keep your comments as brief as possible. Individuals addressing the City Council must identify themselves by name prior to making any comments. The City Council will act on an agenda item after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL
EVETTE YOUNG _____
HAROLD CHANCE _____
NAOMI HOGUE _____
LOGAN BROWN _____
RANDY WOODWARD _____

IV. GENERAL CITY COUNCIL COMMENTS
(During the General City Council Comments section of the agenda, the City Council shall make no decision or take any action except as to request the City Manager to schedule the matter for Council discussion at a later date.)

V. CONSENT
(All matters under the "Consent Calendar" are considered by the City Council to be routine and will be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. MINUTES OF THE JOINT SPECIAL MEETING
APPROVAL OF THE MINUTES OF THE JOINT SPECIAL MEETING OF THE COWETA CITY COUNCIL, TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY AND THE TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY HELD ON JUNE 7, 2021

(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

210607 MINUTES OF THE SPECIAL JOINT MEETING.PDF

2. MINUTES OF THE REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JUNE 7, 2021

(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

210607 MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL.PDF

3. LEASE AMENDMENT
APPROVAL OF THE SECOND AMENDMENT TO OPTION TOWER AND GROUND SPACE LEASE WITH USCOC OF GREATER OKLAHOMA, LLC PERTAINING TO A CELLULAR ANTENNA LEASE ON A WATER TOWER OWNED BY THE CITY OF COWETA.

(ROGER KOLMAN, CITY MANAGER)

Documents:

210712 STAFF REPORT WATER TOWER CELL LEASE.PDF
210712 222543 COWETA DT - EXECUTABLE AMENDMENT FROM USCC M.L. (WAVE 3 MODERNIZATION).PDF

4. INTERLOCAL AGREEMENT
APPROVAL OF AN INTERLOCAL AGREEMENT WITH WAGONER COUNTY PERTAINING TO COUNTY ROAD AND BRIDGE MAINTENANCE AND REPAIR.

(ROGER KOLMAN, CITY MANAGER)

Documents:

210712 STAFF REPORT INTERLOCAL AGREEMENT.PDF
210712 INTERLOCAL AGREEMENT.PDF

VI. PROCLAMATIONS/PRESENTATIONS

1. PRESENTATION OF AWARD OF VERIFIED AGENCY FOR THE COWETA POLICE DEPARTMENT
PRESENTATION OF AWARD OF VERIFIED AGENCY FOR THE COWETA POLICE DEPARTMENT BY THE OKLAHOMA ASSOCIATION OF POLICE CHIEFS ON BEHALF OF THE OKLAHOMA LAW ENFORCEMENT ACCREDITATION COMMISSION (OLEAC).

(KEVIN MCCULLOUGH, OLEAC VICE-CHAIR)

VII. OLD BUSINESS

1. PUBLIC HEARING ON ANNEXATION - 321ST E AVE
   PUBLIC HEARING PURSUANT TO RESOLUTION 2021-18 REGARDING ANNEXATION OF LAND INTO THE CITY OF COWETA, OKLAHOMA LOCATED ON SOUTH 321ST EAST AVENUE.

   (DOUG MOORE, COMMUNITY DEVELOPMENT DIRECTOR)

   Documents:

   210712 NOTICE OF PUBLIC HEARING 321ST E AVE.PDF
   CONSENT ANNEXATION MM CAPITAL INVESTMENTS, LLC, ZONING MAP.PDF
   CONSENT ANNEXATION MM CAPITAL INVESTMENTS LLC AERAL VIEW MAP FLOODPLAIN.PDF

2. PUBLIC HEARING ON ANNEXATION - 297th E AVE
   PUBLIC HEARING PURSUANT TO RESOLUTION 2021-19 REGARDING ANNEXATION OF LAND INTO THE CITY OF COWETA, OKLAHOMA, LOCATED ON SOUTH 297TH EAST AVENUE.

   (DOUG MOORE, COMMUNITY DEVELOPMENT DIRECTOR)

   Documents:

   210712 NOTICE OF PUBLIC HEARING 297TH E AVE.PDF
   CONSENT FOR ANNEXATION SANTIAGO AGUILAR ZONING MAP.PDF
   CONSENT FOR ANNEXATION SANTIAGO AGUILAR AERIAL VIEW MAP WITH FLOODPLAIN.PDF

3. ORDINANCE 845 ANNEXATION -321ST E AVE
   DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE NO. 845, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING, AND ANNEXING LAND LOCATED IN SECTION 8, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, TO THE CITY OF COWETA, OKLAHOMA, ALL THAT CERTAIN REAL ESTATE BEING MORE PARTICULARLY DESCRIBED HERINAFTER; PROVIDING THAT SAID REAL ESTATE SHALL BE PART OF THE CITY OF COWETA, OKLAHOMA, AND ALL PROPERTY SITUATED THEREIN SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS, AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA; DIRECTING NOTIFICATION; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

   (DOUG MOORE, COMMUNITY DEVELOPMENT DIRECTOR)

   Documents:

   210712 STAFF REPORT ORDINANCE 845.PDF
   210712 ORDINANCE 845.PDF
   CONSENT ANNEXATION MM CAPITAL INVESTMENTS LLC AERAL VIEW MAP FLOODPLAIN.PDF
   CONSENT ANNEXATION MM CAPITAL INVESTMENTS, LLC, LOCATION MAP.PDF

CONSENT ANNEXATION MM CAPITAL INVESTMENTS, LLC, ZONING MAP.PDF

4. DECLARATION OF AN EMERGENCY ORDINANCE 845
DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 845 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

5. ORDINANCE 846 ANNEXATION
DISCUSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE NO. 846, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING, AND ANNEXING LAND LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, TO THE CITY OF COWETA, OKLAHOMA, ALL THAT CERTAIN REAL ESTATE BEING MORE PARTICULARLY DESCRIBED HEREINAFTER; PROVIDING THAT SAID REAL ESTATE SHALL BE PART OF THE CITY OF COWETA, OKLAHOMA, AND ALL PROPERTY SITUATED THEREIN SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS, AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING A SERVICE PLAN FOR THE ANNEXED AREA; DIRECTING NOTIFICATION; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

(DOUG MOORE, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

210712 STAFF REPORT ORDINANCE 846.PDF
210712 ORDINANCE 846.PDF
CONSENT FOR ANNEXATION SANTIAGO AGUILAR AERIAL VIEW MAP WITH FLOODPLAIN.PDF
CONSENT FOR ANNEXATION SANTIAGO AGUILAR LOCATION MAP.PDF
CONSENT FOR ANNEXATION SANTIAGO AGUILAR ZONING MAP.PDF

6. DECLARATION OF AN EMERGENCY ORDINANCE 846
DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 846 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

7. CZ 21-05 SUP CITY OF COWETA M.E.T. RECYCLING CENTER
DISCUSSION AND POSSIBLE ACTION ON A REQUEST FROM THE CITY OF COWETA, CZ 21-05 SUP, TO APPROVE A SPECIFIC USE PERMIT FOR THE M.E.T. RECYCLING CENTER ON PROPERTY LOCATED AT 14762 SOUTH 298TH EAST AVENUE, IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA.

(DOUG MOORE, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

210712 STAFF REPORT CZ 21-05.PDF
CZ 21-05 AERIAL VIEW MAP WITH FLOODPLAN.PDF
CZ 21-05 SUP PROPOSED MET RECYCLING LOCATION MAP.PDF
CZ 21-05 ZONING MAP.PDF

8. AWARD OF BID
DISCUSSION AND POSSIBLE ACTION ON THE AWARD OF BIDS FOR THE 2021 CITY OF COWETA ROAD MAINTENANCE PROJECTS TO A & A ASPHALT, INC. AND DUNHAM'S ASPHALT SERVICES, INC. IN THE AMOUNTS OF TWO HUNDRED THIRTY-EIGHT THOUSAND NINETY DOLLARS ($238,090.00) AND TWO HUNDRED FORTY-NINE THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS ($249,338.25) RESPECTIVELY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED THERETO.

(WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

210712 STAFF REPORT 2021 ROAD MAINTENANCE PROJECTS.PDF
2021 COWETA STREET PROJECTS BID.PDF
210603 ROAD MAINTENANCE PROJECTS BID TABULATION.PDF

9. EQUIPMENT PURCHASE - EXCAVATOR
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A PURCHASE OF ONE (1) KUBOTA KX040-4R3A EXCAVATOR FROM STEWART MARTIN KUBOTA, UTILIZING THE STATE OF OKLAHOMA PURCHASING CONTRACT SW0455, IN THE AMOUNT OF FIFTY-SIX THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND TWENTY CENTS ($56,775.20).

(WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

210712 STAFF REPORT KUBOTA KX040-4R3A MINI EXCAVATOR.PDF

10. PURCHASE OF EQUIPMENT - TRACTOR
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A PURCHASE OF ONE (1) KUBOTA M7060-HD TRACTOR FROM STEWART MARTIN KUBOTA, UTILIZING THE STATE OF OKLAHOMA SOURCEWELL CONTRACT #040319-KBA, IN THE AMOUNT OF THIRTY-ONE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND SEVEN CENTS ($31,678.07).

(WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

210712 STAFF REPORT KUBOTA M7060HD TRACTOR.PDF

11. PURCHASE OF POLICE VEHICLES
DISCUSSION AND POSSIBLE ACTION ON THE PURCHASE OF FOUR (4) 2021 FORD AWD POLICE PURSUIT SUV'S FROM BILL KNIGHT FORD, UTILIZING STATE OF OKLAHOMA CONTRACT SW0035, IN THE AMOUNT OF ONE HUNDRED FIFTY TWO THOUSAND AND NINETY TWO DOLLARS ($152,092.00) AND AUTHORIZING THE EXPENDITURE OF AN ADDITIONAL SIXTY ONE THOUSAND THREE HUNDRED AND SIXTEEN DOLLARS ($61,316.00) FOR EQUIPPING SAID VEHICLES.

(MIKE BELL, POLICE CHIEF)

Documents:

210712 STAFF REPORT PD VEHICLE PURCHASE.PDF
BILL KNIGHT FORD QUOTE 2021.PDF
LOW BAND RADIOS MUSKOGEE COMM 2021.PDF
MOTORALA VEHICLE RADIO QUOTE 2021.PDF
QUOTE-MEEKS.PDF
VISUAL FORCE 2021.PDF

12. RESOLUTION 2021-22 REGARDING BUDGET AMENDMENTS FY 21-22
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-22, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2022.

(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

210712 STAFF REPORT RESOLUTION 2021-22.PDF
210712 RESOLUTION 2021-22.PDF

13. RESOLUTION 2021-21, RENEWAL OF SALES TAX AGREEMENT
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION NO. 2021-21, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA WHEREBY THE CITY OF COWETA, OKLAHOMA, AGREES TO MAKE PAYMENTS TO THE COWETA PUBLIC WORKS AUTHORITY IN AMOUNTS SUFFICIENT TO PAY PRINCIPAL AND INTEREST ON THE AUTHORITY'S 2016 UTILITY SYSTEM REVENUE BONDS.

(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

210712 STAFF REPORT RESOLUTION 2021-21.PDF
210712 RESOLUTION 2021-21.PDF

14. AWARD OF CONTRACT
DISCUSSION AND POSSIBLE ACTION ON THE AWARD OF A

CONTRUCTION CONTRACT TO HEARTLAND EXCAVATING, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000.00) RELATED TO A STORM WATER DRAINAGE FACILITY SOUTH OF EAST 111TH STREET SOUTH.

(ROGER KOLMAN, CITY MANAGER)

Documents:

210712 STAFF REPORT CONSTRUCTION CONTRACT.PDF
210712 CONSTRUCTION CONTRACT HEARTLAND EXCAVATING.PDF
111TH STREET DRAINAGE.PDF

15. ADMINISTRATION AGREEMENT
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A CONTRACT FOR ADMINISTRATIVE SERVICES WITH THE EASTERN OKLAHOMA DEVELOPMENT DISTRICT RELATING TO A CERTAIN GRANT FROM THE US ECONOMIC DEVELOPMENT AUTHORITY.

(ROGER KOLMAN, CITY MANAGER)

Documents:

210712 STAFF REPORT ADMINISTRATIVE SERVICES CONTRACT.PDF
210712 ADMINISTRATIVE SERVICES CONTRACT EODD.PDF

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

IX. 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 CITY COUNCIL/COWETA PUBLIC WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 7, 2021 6:00 P.M.

The members of the Coweta City Council, and Trustees of Coweta Public Works Authority and Coweta Industrial Trust Authority, met in a joint special session on Monday, June 7, 2021, at 6:00 p.m. at Coweta City Hall located at 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

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

The Coweta Public Works meeting was called to order by Chairman Young.

The Coweta Industrial Development Authority meeting was called to order by Chairman Young.

II. ROLL CALL

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

III. OLD BUSINESS

1. Joint Public Hearing FY2021-2022 Proposed Budget

Assistant City Manager Julie Casteen presented the proposed budget for the fiscal year ending June 30, 2022 and requested comments from the public. There were no public comments.

IV. ADJOURNMENT

Mayor Young adjourned the City Council meeting at 6:12 p.m.

Chairman Young adjourned the Coweta Public Works Authority meeting at 6:12 p.m.

Chairman Young adjourned the Coweta Industrial Development Authority meeting at 6:12 p.m.

MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 7, 2021 6:00 P.M.

Evette Young, Mayor	Julie Casteen, City Clerk
Evette Young, Chairman	Julie Casteen, City Clerk
Evette Young, Chairman	Harold Chance, Secretary

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 7, 2021 6:12 P.M.

The members of the Coweta City Council met in regular session on Monday, June 7, 2021 at 6:12 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma following the joint special meeting with the City Council, the Coweta Public Works Authority and the Coweta Industrial Development Authority

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Young.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Young reminded the public of the Patriotic Festival scheduled for Saturday, June 26, 2021.

V. CONSENT

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

1. Minutes of the Coweta City Council Regular Meeting held on May 3, 2021.
2. Declared surplus on three window speakerphones and authorized the City Manager to dispose of accordingly.
3. Dr. Barbara Scruggs and Ms. Shawnda Hatfield appointed as a Library Board members, each with a term ending May 2024.

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

VI. OLD BUSINESS

1. Economic Development Consultant

City Manager Roger Kolman introduced Rickey Hayes with Retail Attractions. Mr. Hayes described his success in partnering with other cities as an economic development consultant.

Motion by Harold Chance, second by Logan Brown, to approve an economic consulting contract with Retail Attractions, LLC.

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

2. Engineering Contract

Roger Kolman discussed the need for a formal contract for design and construction management services related to the sanitary sewer lift station located on Highway 51 and S. 321st East Avenue.

Motion by Harold Chance, second by Randy Woodward to approve a contract with WDB Engineering, PLLC for design and construction management services related to the sanitary sewer lift station located on Highway 51 and S. 321st East Avenue.

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

3. Extension of a contract award period for 2021 Street Improvements Project

Public Works Director Wes Richter discussed the need to extend the contract award period for the 2021 Street Improvements project from 30 days to 45 days.

Motion by Harold Chance, second by Evette Young, to extend the contract award period for the 2021 Street Improvements project from 30 days to 45 days.

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

4. Resolution 2021-13 on FY 2021-2022 Budget Adoption

Julie Casteen, Assistant City Manager, recommended approval of the proposed budget as presented at the public hearing.

Motion by Evette Young, second by Harold Chance, to adopt Resolution 2021-13, a resolution of the City Council of the City of Coweta, Oklahoma adopting the budget for the General Fund, Street and Alley Fund, Cemetery Fund, Library Fund, Rural Fire Fund, Self Insurance Fund, E911 Fund, Grant Fund, and Capital Improvement Fund for Fiscal Year beginning July 1, 2021 and ending June 30, 2022, and providing for the investment of said funds.

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

5. Consent for Annexation – 321st E Avenue

Doug Moore, Community Development Director, discussed a request for the annexation of a 70-Acre piece of property located one-quarter (1/4) mile South of East 131st Street, west side of South 321st East Avenue, in Section 8, Township 17 North, Range 16 East, North of State Highway 51. Mr. Moore recommended that a public hearing be set for July 12, 2021 for the City Council to consider the request.

Motion by Harold Chance, second by Randy Woodward to set a public hearing for July 12, 2021 to allow public comment on the annexation request.

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

6. Pre annexation Agreement 321st E Avenue

Roger Kolman described the need for a pre-annexation agreement for property to be annexed that falls within the service boundary of Wagoner County Rural Water District No. 5. As outlined in the Agreement of Compromise, Settlement and Release between the District and the City of Coweta, the City may annex properties within the Royalty Area and provide water service in exchange for a Royalty of $2,000/unit paid to the District. The proposed pre-annexation agreement calls for the developer of the property to pay the royalty fees.

Motion by Harold Chance, second by Randy Woodward to approve the pre-annexation agreement between the City of Coweta and M & M Capital Investments.

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

7. Consent for Annexation – 297th E Avenue

Doug Moore discussed a request for the annexation of an approximately 13.36-Acre piece of property located in the SE/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, that abuts South 297th East Avenue. Mr. Moore recommended that a public hearing be set for July 12, 2021 for the City Council to consider the request.

Motion by Harold Chance, second by Randy Woodward to set a public hearing for July 12, 2021 to allow public comment on the annexation request.

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

8. Lease Agreement

Doug Moore discussed a lease agreement for the proposed Metropolitan Environmental Trust (MET) recycling site at 11160 S 265th East Avenue.

Motion by Evette Young, second by Harold Chance, to approve a lease agreement between the City of Coweta and the Coweta Public Works Authority and Bodie Young for the Metropolitan Environmental Trust recycling site.

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

9. Right of Way Use Permit

Roger Kolman presented information on a right of way use permit requested by 918 Holdings, LLC for right of way located on Cypress Street west of Highway 72.

Motion by Randy Woodward, second by Harold Chance to approve a permit for right of way located on Cypress Street west of Highway 72 to 918 Holdings, LLC.

Aye: Randy Woodward
Harold Chance
Naomi Hogue

Nay: Evette Young
Logan Brown

10. Vehicle Purchase

Doug Moore described the need to purchase a new vehicle for the Code Enforcement Officer.

Motion by Harold Chance, second by Evette Young, to approve the purchase of a 2021 Ford Ranger Crew Cab mid-size truck from Bill Knight Ford for the Community Development Department at a price not to exceed Twenty-Three Thousand Three Hundred Sixty-Four Dollars ($23,364.00) utilizing state of Oklahoma Purchasing Contract SW0035.

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

11. Resolution 2021-16 Regarding Budget Amendments FY 20-21

Julie Casteen explained the need for budget amendments related to sales tax transfers and Cares Act funds. A revised resolution was presented, which included an increase of $63,717 to the DOT sidewalk project that was recently closed out.

Motion by Harold Chance, second by Randy Woodward, to adopt Resolution 2021-16, a Resolution of the City Council of the City of Coweta, Oklahoma adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2021.

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

VII. NEW BUSINESS

There was no new business.

Motion by Evette Young, second by Harold Chance, to recess the Coweta City Council Meeting at 6:44 p.m. until after the Coweta Industrial Development Authority meeting has concluded.

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

Mayor Young called the meeting back into session at 6:49 p.m.

VIII. EXECUTIVE SESSION

1. Discussion

Motion by Harold Chance, second by Logan Brown to enter into Executive Session at 6:50 p.m. for the purposes of confidential communications and discussions related to the purchase or appraisal of real property in accordance with 25 O.S. § 307.B.3.

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

Mayor Young announced we were back in open meeting at 7:58 p.m.

2. Possible Action

No action was taken.

IX. ADJOURNMENT

Mayor Young adjourned the meeting at 7:59 p.m.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 7, 2021 6:12 P.M.

_____	_____
Evette Young, Mayor	Julie Casteen, City Clerk

CITY OF Coweta
POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Amendment to Cellular Antenna Lease
Date: 7/12/21

BACKGROUND

USCOC of Greater Oklahoma, LLC has an existing lease on the historic water tower in downtown Coweta, located to the west of the Coweta Police Department. The company in preparing to upgrade the antenna system on that tower and needs to amend the existing lease to facilitate the change in structure of those antennas. All other terms and conditions will remain the same.

STAFF RECOMMENDATION

Staff recommends approval of the Second Amendment to the Option Tower and Ground Space Lease.

ATTACHMENTS

Second Amendment to the Option Tower and Ground Space Lease

SECOND AMENDMENT TO OPTION TOWER AND GROUND SPACE LEASE

This Second Amendment made this _____day of_____2021, modifies that certain Option Tower and Ground Space Lease dated September 24, 2008, as amended by the First Amendment to Option Tower and Ground Space Lease dated September 5, 2012, (collectively the "Lease") between City of Coweta having an address at 108 N. Broadway, P.O. Box 850, Coweta, Oklahoma 74429 ("Landlord") and USCOC of Greater Oklahoma, LLC, an Oklahoma limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Tenant").

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain attachment locations on Landlord's tower and a parcel of ground space adjacent to the tower for Tenant's cellular common carrier mobile radio station operations (the "Site") located at a Latitude of 35-57-8.52 and Longitude 95-39-4.62 (NAD 83), in the City of Coweta, in Wagoner County, State of Oklahoma, and

WHEREAS, Landlord and Tenant hereby agree to amend the Lease to describe changes to Tenant's equipment on the Premises;

NOW, THEREFORE, in consideration of the terms of this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

I. Landlord consents to the Equipment changes provided for in this Second Amendment.

II. Landlord hereby approves of Tenant's installation as described and depicted in Exhibit B-2 attached hereto and incorporated herein.

III. Exhibit B-1 of the First Amendment is hereby deleted and replaced with the aforementioned Exhibit B-2 attached hereto and incorporated herein.

IV. In all other respects the Lease is hereby ratified and affirmed without change.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Second Amendment as of the date of full execution.

Landlord: City of Coweta

By: _____

Printed: _____

Title: _____

Date:_____

Tenant: USCOC of Greater Oklahoma, LLC

By: _____

Printed: _____

Title: Vice-President

Date:_____

STATE OF OKLAHOMA)
)
COUNTY OF WAGONER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Option Tower and Ground Space Lease appeared before me this day in person and acknowledged that she signed the said Second Amendment as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2021.

_____

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice-President, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Option Tower and Ground Space Lease appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Second Amendment as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2021.

_____

Notary Public

My commission expires _____

EXHIBIT B-2

Depiction of Tenant's Ground Space

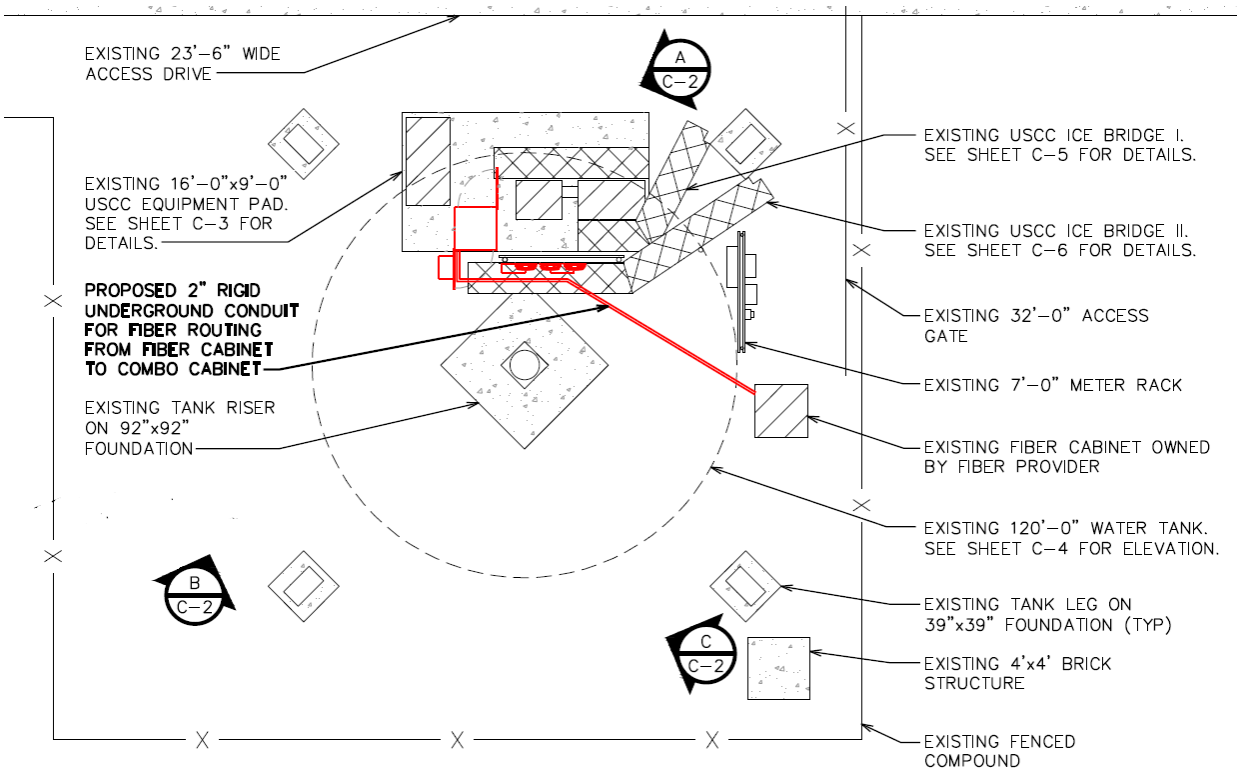


EXHIBIT B-2 (continued)

Description of Tenant's Antenna Facilities

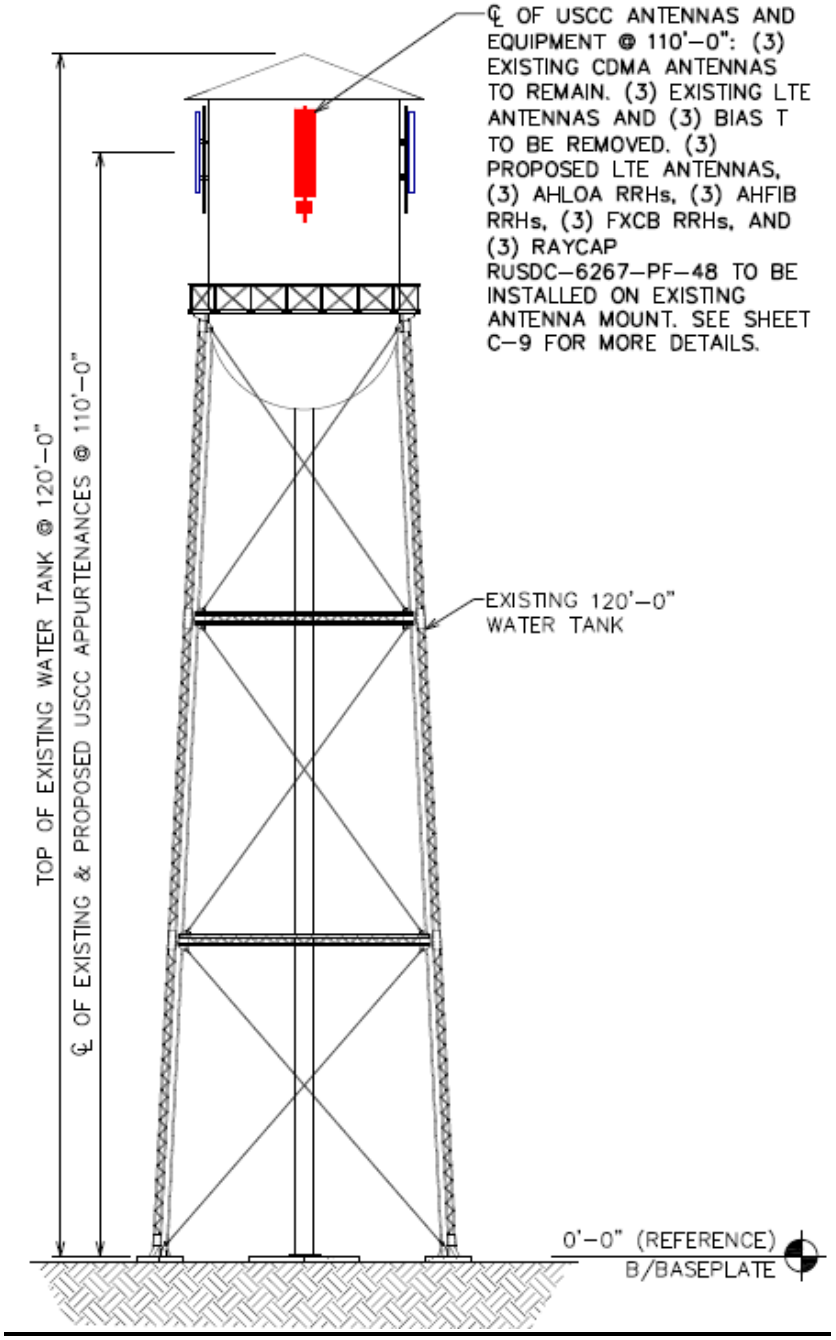


EXHIBIT B-2 (continued)

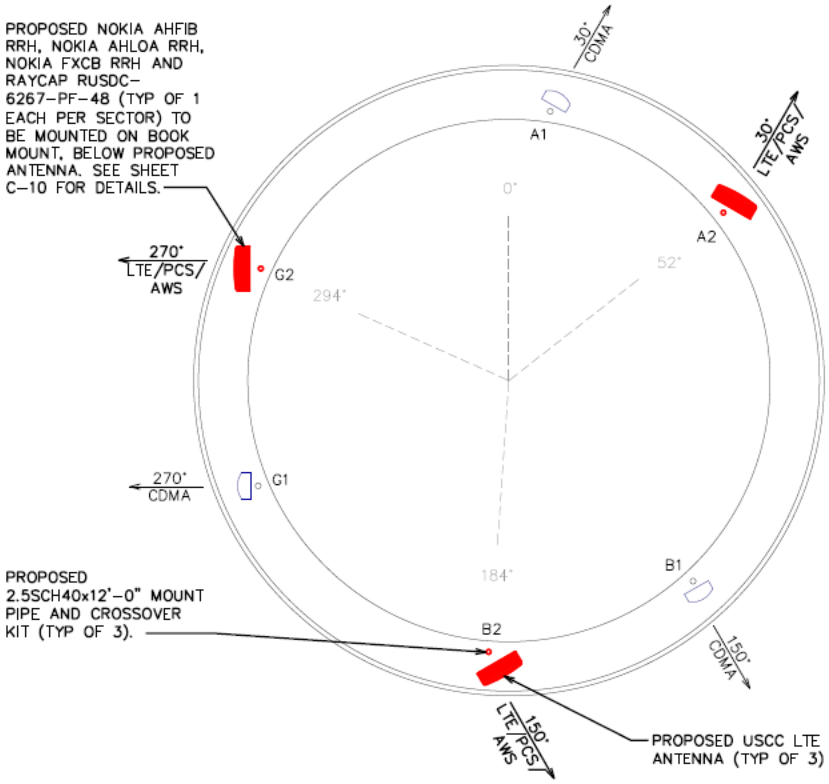
LEGEND

EXISTING CDMA PANEL ANTENNA	
EXISTING LTE PANEL ANTENNA	
PROPOSED LTE PANEL ANTENNA	
EXISTING EQUIPMENT	
PROPOSED EQUIPMENT	

NOTES:

1. MOUNT ANTENNAS & EQUIPMENT PER MANUFACTURERS SPECIFICATIONS.
2. CDMA AZIMUTH ADJUSTMENTS REQUIRED.
3. WATER TANK HAS SUFFICIENT CAPACITY TO SUPPORT PROPOSED EQUIPMENT. SEE TEP STRUCTURAL ANALYSIS REPORT DATED FEBRUARY 8, 2021.

TRUE NORTH



PROPOSED LOADING

ANTENNA POSITION	TECH	ANTENNA MODEL	ANTENNA QTY.	RAD CENTER	AZIMUTH	MECH. D-TILT	ELEC. D-TILT (LB)	ELEC. D-TILT (MB)	SURGE PROTECTOR QTY.	CBRS RADIO	RADIO QTY.	B12/B71 RADIO	RADIO QTY.	B2/B66 RADIO	RADIO QTY.	B5 RADIO	RADIO QTY.	CABLE TYPE	CABLE QTY.
A1	CDMA	BXA-80063/8CF	1	110'-3"	30°	–	–	–	–	–	–	–	–	–	–	–	–	⅜" COAX	2
A2	LTE/PCS/AWS	OCT8-2LX2HX-BW65	1	110'-3"	30°	0°	4°	0°	1	–	–	AHLOA	1	AHFIB	1	FXCB	1	1¼" HYBRID	1
B1	CDMA	BXA-80063/8CF	1	110'-3"	150°	–	–	–	–	–	–	–	–	–	–	–	–	⅜" COAX	2
B2	LTE/PCS/AWS	OCT8-2LX2HX-BW65	1	110'-3"	150°	0°	0°	0°	1	–	–	AHLOA	1	AHFIB	1	FXCB	1	1¼" HYBRID	1
G1	CDMA	BXA-80063/8CF	1	110'-3"	270°	–	–	–	–	–	–	–	–	–	–	–	–	⅜" COAX	2
G2	LTE/PCS/AWS	OCT8-2LX2HX-BW65	1	110'-3"	270°	0°	0°	0°	1	–	–	AHLOA	1	AHFIB	1	FXCB	1	1¼" HYBRID	1
TOTALS:			6						3		0		3		3		3		9

+ RED TEXT DENOTES PROPOSED EQUIPMENT

** CONTRACTOR TO CONFIRM FINAL LOADING PRIOR TO INSTALL.

*** CONTRACTOR TO REPLACE TOP HARDLINE CONNECTOR AND JUMPER ON CDMA ANTENNAS WHERE CONNECTION MUST BE BROKEN TO RELOCATE WHEN APPLICABLE.

PROPOSED ANTENNA ASSIGNMENT

SCALE: 3/16" = 1'-0"

0 4 8

SCALE IN FEET

CITY OF Coweta
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Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Interlocal Agreement
Date: 7/12/21

BACKGROUND

At its June 28th meeting, the Wagoner County Board of Commissioners approved an interlocal agreement that will allow the County and the City of Coweta to assist each other on road and bridge projects that are included on or a continuation of the county highway maintenance program.

STAFF RECOMMENDATION

Staff recommends approval of the Interlocal Agreement.

ATTACHMENTS

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WAGONER, OKLAHOMA AND THE CITY OF COWETA, OKLAHOMA CONCERNING COUNTY ROAD AND BRIDGE MAINTENANCE AND REPAIR

This agreement is made pursuant to the Interlocal Cooperative Act (74 O.S. § 1001, et seq.) by and between Wagoner County, Oklahoma (hereafter "the County"), and the City of Coweta, Oklahoma (hereafter "the City"). The express purpose of this agreement is to enable cooperation and combine existing resources between the County and the City for continuing maintenance and repairs on county roads and bridges which are located, in part OR WHOLE, within city limits.

DURATION

1. This agreement shall be in effect from the date of its approval by both parties through June 30, 2022. Thereafter this agreement may be renewed for successive one-year periods corresponding with the County's and the City's fiscal year of July first through June thirtieth. The agreement shall expire automatically on June thirtieth unless the County and the City renew the agreement for another year. If either party desires to let the agreement expire, that party shall notify the other in writing of its desire by the first day of May of the fiscal year preceding expiration.
2. Either party may request a modification of the agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of any negotiation concerning amendment.
3. Either party may terminate this agreement by providing written notice to the other at least ninety (90) days prior to the proposed termination.

PURPOSE

The parties hereto, through each respective governing body, hereby find and declare:

1. WHEREAS, the above named parties need assistance from each other in order to provide for consistent and continuous improvement of roads and bridges within their respective jurisdictions. And
2. WHEREAS, Title 69, Section 601 of the Authority and Duties of County Commissioners provides the mechanism for Counties to enter into agreements with other political subdivisions to perform any governmental service or activity. And
3. WHEREAS the aforementioned roads and bridges frequently fall within multiple jurisdictions for limited distances dependent upon city limits boundaries. And
4. WHEREAS, the majority of the aforementioned roads and bridges fall within the County's jurisdiction. The County has committed to providing continuous improvement of those minor sections of county road which are crossed by city limit boundaries in an effort to provide consistency to the citizens of Wagoner County.

POWERS AND DUTIES

The County shall advise the City of all actions with respect to any project scheduled to be completed on a county road or bridge for which part of said road or bridge falls within City jurisdiction. The City shall advise the County of all actions with respect to any project scheduled to be completed on a city road or bridge which adjoins to county jurisdiction. Both entities agree to share information derived from traffic studies performed within their shared jurisdictions.

MAINTENANCE AND OPERATION

The County and the City shall each retain ownership and responsibility for those roads which may be maintained, improved or repaired under this agreement.

The County agrees to cooperate with the City during times of emergency and/or extreme weather conditions to provide support and additional services as available.

ADMINISTRATION

All parties expressly agree that each individual party to the AGREEMENT shall comply with the rules and regulations of the State of Oklahoma for the implementation of any project.

ADOPTION

PASSED and APPROVED by the Board of County Commissioners of Wagoner County, Oklahoma this 28 day of June, 2021

BOARD OF COMMISSIONERS

6-28-21

James Hanning, Chairman

6/28/21

Chris Edwards, Vice-Chairman

6/28/21

Tim Kelley, Member

ATTEST: Lori Hendricks, County Clerk

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLAHOMA

Approved as to form: Jack Thorp, District Attorney

Evette Young, Mayor of Coweta

Ron Cates, Coweta City Attorney

Attest: Julie Casteen, City Clerk

NOTICE OF PROPOSED ANNEXATION

The City of Coweta has received a petition from a land owner requesting their property be annexed into the corporate limits of the City of Coweta the real property described below, said property comprising property owned by M&M Capital Investments, LLC, and being adjacent and contiguous to the corporate limits of the City:

A TRACT OF LAND IN SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION EIGHT (8), THENCE S01º27'18"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 1813.51 FEET TO THE **POINT OF BEGINNING;** THENCE CONTINUING S01º27'18"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 823.42 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION EIGHT (8); THENCE S01º24'46"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 329.77 FEET; THENCE S88º26'24"W FOR A DISTANCE OF 2639.63 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8); THENCE N01º25'00"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8) FOR A DISTANCE OF 329.32 FEET TO THE CENTER OF SECTION EIGHT (8); THENCE N01º25'00"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER FOR A DISTANCE 824.80 FEET; THENCE N88º27'37"E FOR A DISTANCE OF 2639.10 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 69.90 ACRES, MORE OR LESS.

A TRACT OF LAND IN SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8), THENCE S01º24'46"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 329.77 FEET TO THE **POINT OF BEGINNING;** THENCE CONTINUING S01º24'46"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 691.80 FEET; THENCE S88º28'07"W FOR A DISTANCE OF 24.75 FEET; THENCE N01º24'46"W PARALLEL TO THE EAST SECTION LINE FOR A DISTANCE OF 691.80 FEET; THENCE N88º26'24"E FOR A DISTANCE OF 24.75 FEET TO THE **POINT OF BEGINNING**.

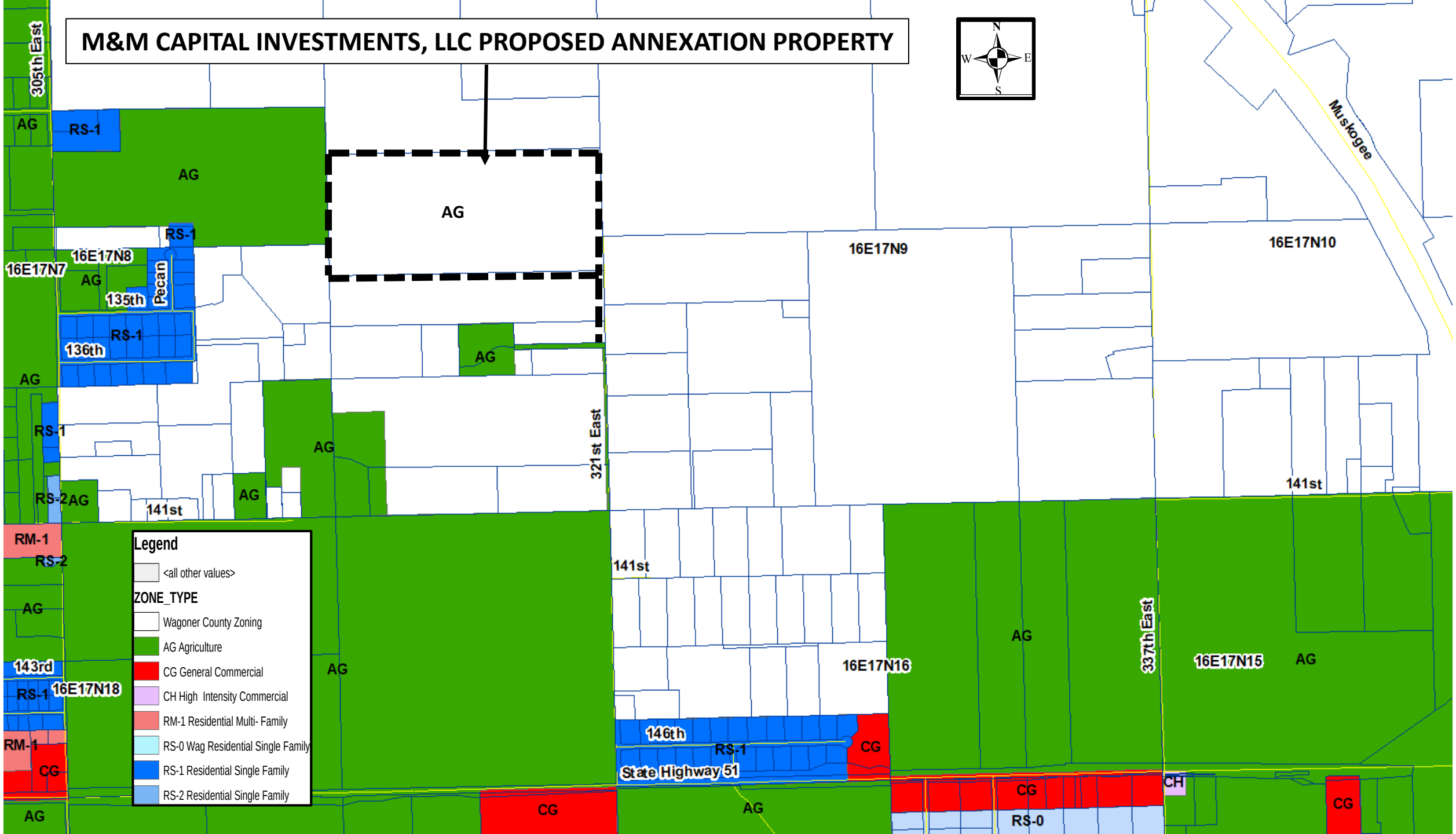
SAID TRACT CONTAINS 0.39 ACRES, MORE OR LESS.

A public hearing concerning said annexation shall be held at the regular scheduled Council Meeting on the 12th day of July 2021 at 6:00 o'clock p.m. before the City Council of the City of Coweta at City Hall, 310 South Broadway, Coweta, Oklahoma.

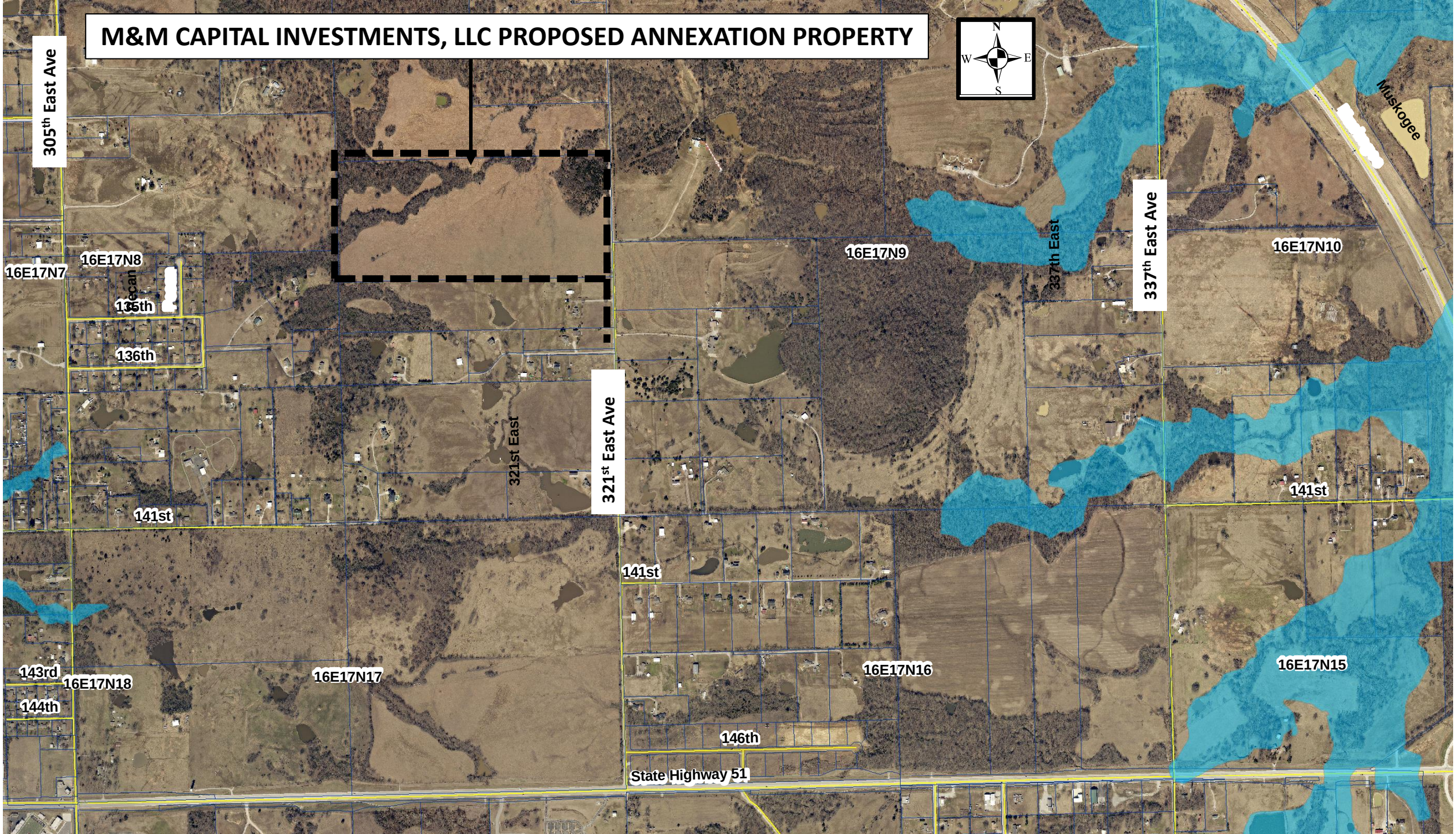
Approved by the City Council of the City of Coweta this 8th day of June 2021.

Julie Casteen, City Clerk

M&M CAPITAL INVESTMENTS, LLC PROPOSED ANNEXATION PROPERTY



M&M CAPITAL INVESTMENTS, LLC PROPOSED ANNEXATION PROPERTY



NOTICE OF PROPOSED ANNEXATION

The City of Coweta has received a petition from a land owner requesting their property be annexed into the corporate limits of the City of Coweta the real property described below, said property comprising property owned by Santiago Aguilar, Jr and Blanca Aguilar, and being adjacent and contiguous to the corporate limits of the City:

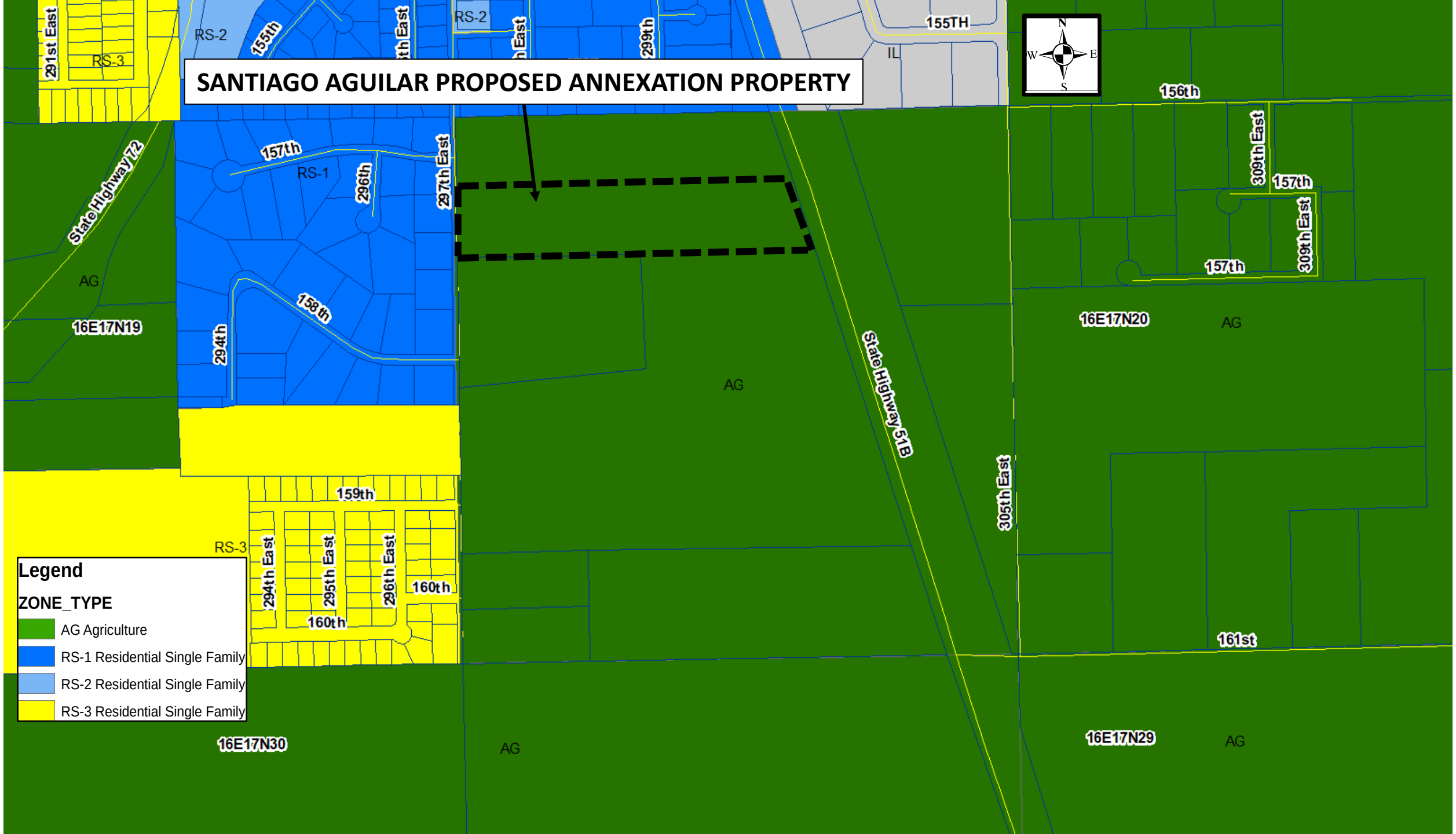
A tract of land located in the Southeast Quarter (SE/4) of Section Nineteen (19), Township Seventeen (17) North, Range Sixteen (16) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the US Government Survey thereof, more particularly described as:

Commencing at the E1/4 Corner of said Section 19, Thence S88º47'34"W along the North line of the SE1/4 of said Section a distance of 1179.80 feet to the point on the Westerly Right of Way of Highway 51B, Thence S17º47'39"E along the Westerly right-of-way of Highway 51B a distance of 359.32 feet to the Point of Beginning, Thence S88º51'03"W a distance of 1581.07 feet to a point on the West line of the SE1/4 of Section 19, Thence S01º11'57"E along the West line thereof a distance of 348.95 feet, Thence N88º46'39"E a distance of 1715.75 feet to a point on the Westerly right-of-way of Highway 51B, Thence N17º47'39"W along the Westerly right-of-way of Highway 51B a distance of 101.78 feet, Thence N29º06'15"W along the Westerly right of way of Highway 51B a distance of 152.97 feet, Thence N17º47'39"W along the Westerly right-of-way of Highway 51B a distance of 119.11 feet to the Point of Beginning.

A public hearing concerning said annexation shall be held at the regular scheduled Council Meeting on the 12th day of July 2021 at 6:00 o'clock p.m. before the City Council of the City of Coweta at City Hall, 310 South Broadway, Coweta, Oklahoma.

Approved by the City Council of the City of Coweta this 8th day of June 2021.

Julie Casteen, City Clerk


SANTIAGO AGUILAR PROPOSED ANNEXATION PROPERTY
Legend
ZONE_TYPE
AG Agriculture
RS-1 Residential Single Family
RS-2 Residential Single Family
RS-3 Residential Single Family
N
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E
W
155TH
156th
157th
158th
159th
160th
161st
291st East
294th East
295th East
296th East
297th East
299th
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296th
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RS-2
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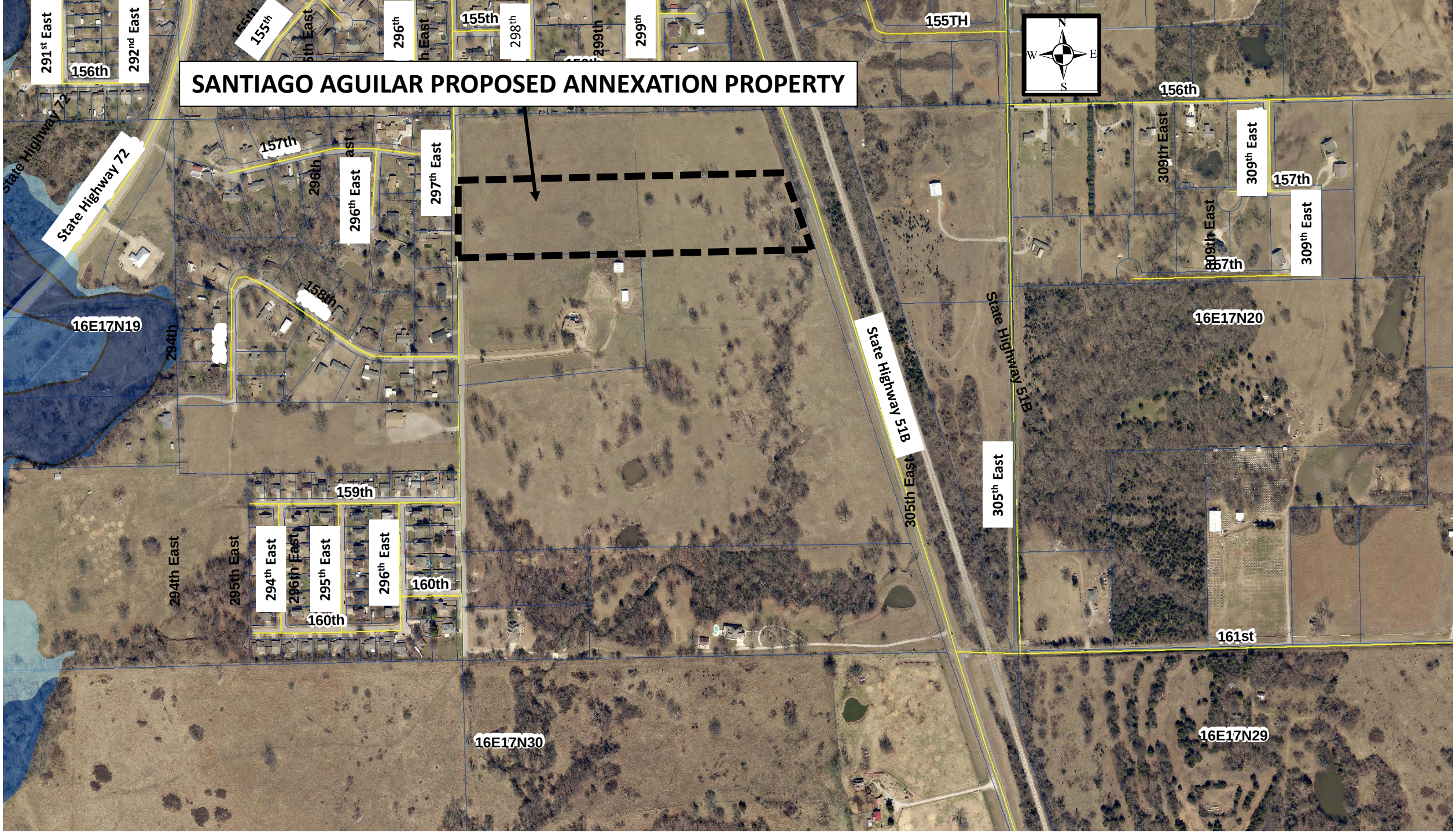
SANTIAGO AGUILAR PROPOSED ANNEXATION PROPERTY
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295th East
305th East
309th East
State Highway 72
State Highway 51B
16E17N19
16E17N20
16E17N29
16E17N30

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Doug Moore, Community Development Director
Location: 70-Acre Development, Section 8, Township 17 North, Range 16 East
Re: M&M Capital Investments, LLC, request to be annexed into the City of Coweta
Date: 07-12-2021

BACKGROUND

Public hearing before City Council on the proposed consent for annexation on the on the following property: A 70-Acre, more or less, tract of land located one-quarter (1/4) mile South of East 131st Street, west side of South 321st East Avenue, North of State Highway, in Section 8, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. A notice was published in the local newspaper at least 14 days prior to the public hearing and staff has prepare a service extension plan for this development.

M&M Capital Investments, LLC, property owners, request to be annexed into the City of Coweta, which shall be zoned Agriculture (AG).

STAFF RECOMMENDATION
Staff recommends that Council consider this request and approval of the annexation and zoning request.

ATTACHMENTS
Public Hearing Notice
Case Map
Annexation Ordinance No. 845

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 845

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING AND ANNEXING LAND LOCATED IN SECTION 8, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, TO THE CITY OF COWETA, OKLAHOMA, ALL THAT CERTAIN REAL ESTATE BEING MORE PARTICULARLY DESCRIBED HEREINAFTER; PROVIDING THAT SAID REAL ESTATE SHALL BE PART OF THE CITY OF COWETA, OKLAHOMA, AND ALL PROPERTY SITUATED THEREIN, SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA; DIRECTING NOTIFICATION; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Coweta, Oklahoma, a municipal corporation, abuts, adjoins and is contiguous to property hereinafter described, and

WHEREAS, the City of Coweta, Oklahoma, desires to annex the property, which is adjacent to, abutting and contiguous to the present corporate limits and said property is hereinafter described to wit**:**

A TRACT OF LAND IN SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION EIGHT (8), THENCE S01º27'18"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 1813.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01º27'18"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 823.42 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION EIGHT (8); THENCE S01º24'46"E ALONG THE EAST SECTION LINE FOR A DISTANCE OF 329.77 FEET; THENCE S88º26'24"W FOR A DISTANCE OF 2639.63 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8); THENCE N01º25'00"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8) FOR A DISTANCE OF 329.32 FEET TO THE CENTER OF SECTION EIGHT (8); THENCE N01º25'00"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER FOR A DISTANCE 824.80 FEET; THENCE N88º27'37"E FOR A DISTANCE OF 2639.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 69.90 ACRES, MORE OR LESS.

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SAID TRACT CONTAINS 0.39 ACRES, MORE OR LESS.

WHEREAS, it is the desire of the Mayor and City Council to annex said territory and to extend the boundaries of said City so as to include said property within its corporate limits**.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT:

SECTION 1. DESCRIPTION. The land lying within the County of Wagoner, State of Oklahoma, and described herein, and which is adjacent to, abutting and contiguous to the present corporate limits of the City of Coweta, be and the same is hereby annexed and added to the City of Coweta, Oklahoma, and the boundaries of said City of Coweta are extended so as to include said property, which shall be zoned Agriculture (AG).

SECTION 2. NOTIFICATION. That the City Clerk of the City of Coweta, Oklahoma, is hereby directed to file a copy of this Ordinance and a map attached hereto and made a part hereof showing the boundaries of the above-described annexed territory, with the office of the County Clerk of Wagoner County, State of Oklahoma.

SECTION 3. INCLUSION IN CITY. That from and after the date of publication hereof, the effective date of this Ordinance, all of the above described real estate shall be part of the City of Coweta, Oklahoma, and included in Ward 3 thereof, and bearing zoning classifications hereinbefore ordained, and all persons residing therein, and all property situated therein and thereon, shall be and are hereby declared to be subject to the jurisdiction, control, laws and ordinances of the City of Coweta, Oklahoma, in all respects and particulars..

SECTION 4. REPEALER. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 5. <u>SEVERABILITY</u>. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION 6. <u>DECLARING AN EMERGENCY</u>. That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

PASSED AND APPROVED this 12TH day of July 2021.

_____

Evette Young, Mayor

ATTEST:

_____

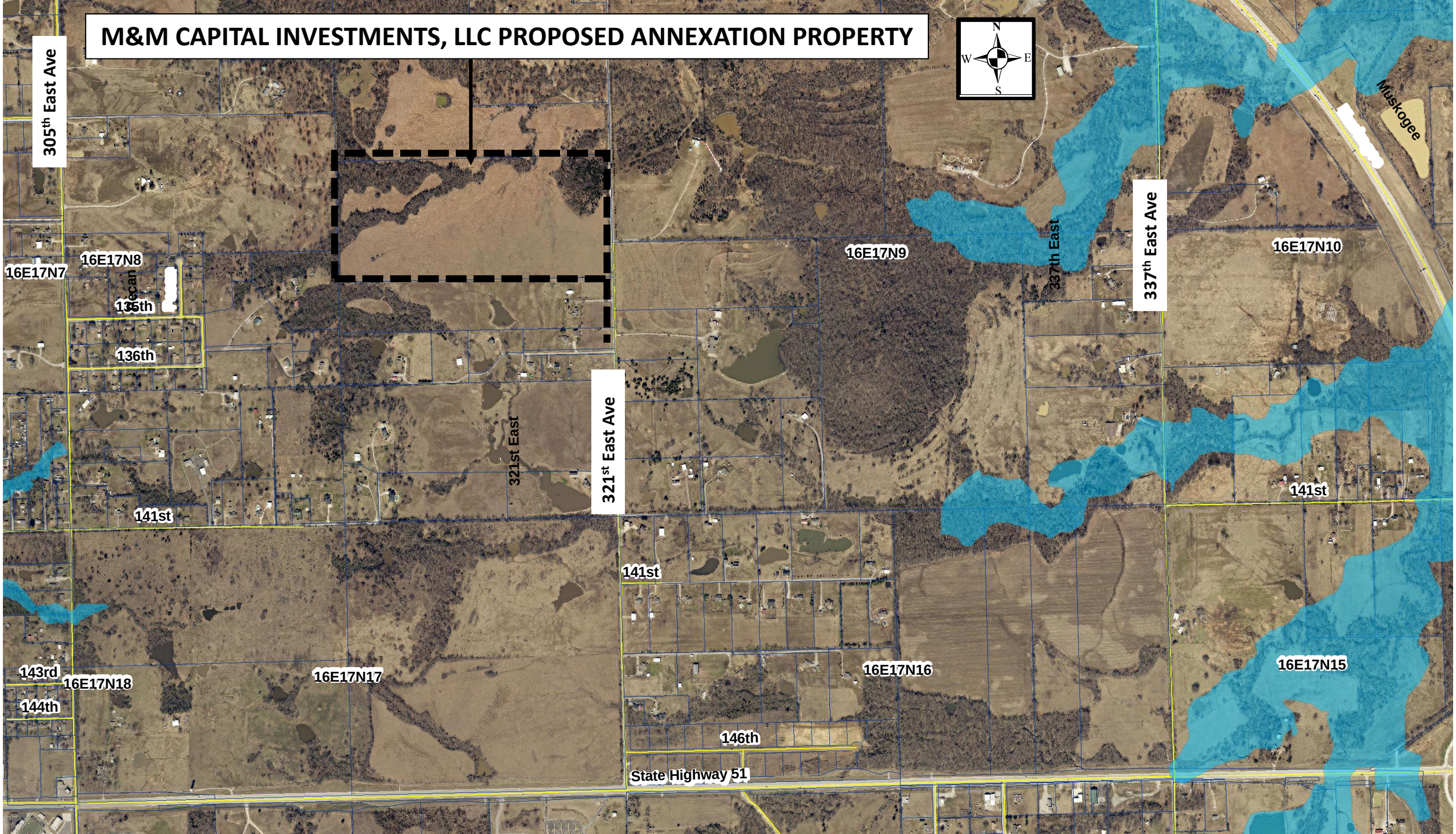
Julie Casteen, City Clerk

APPROVED:

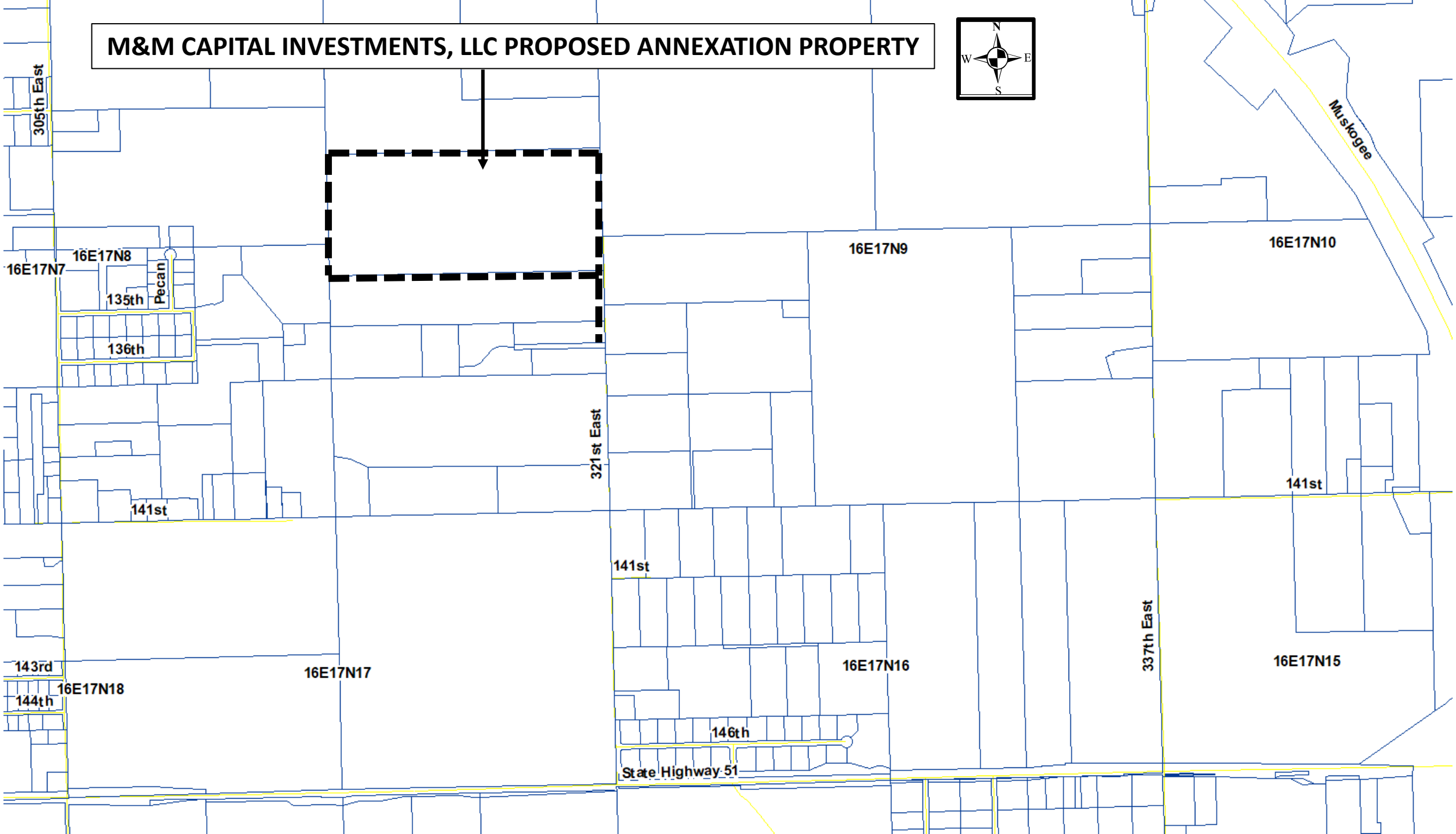
_____

Ronald D. Cates, City Attorney

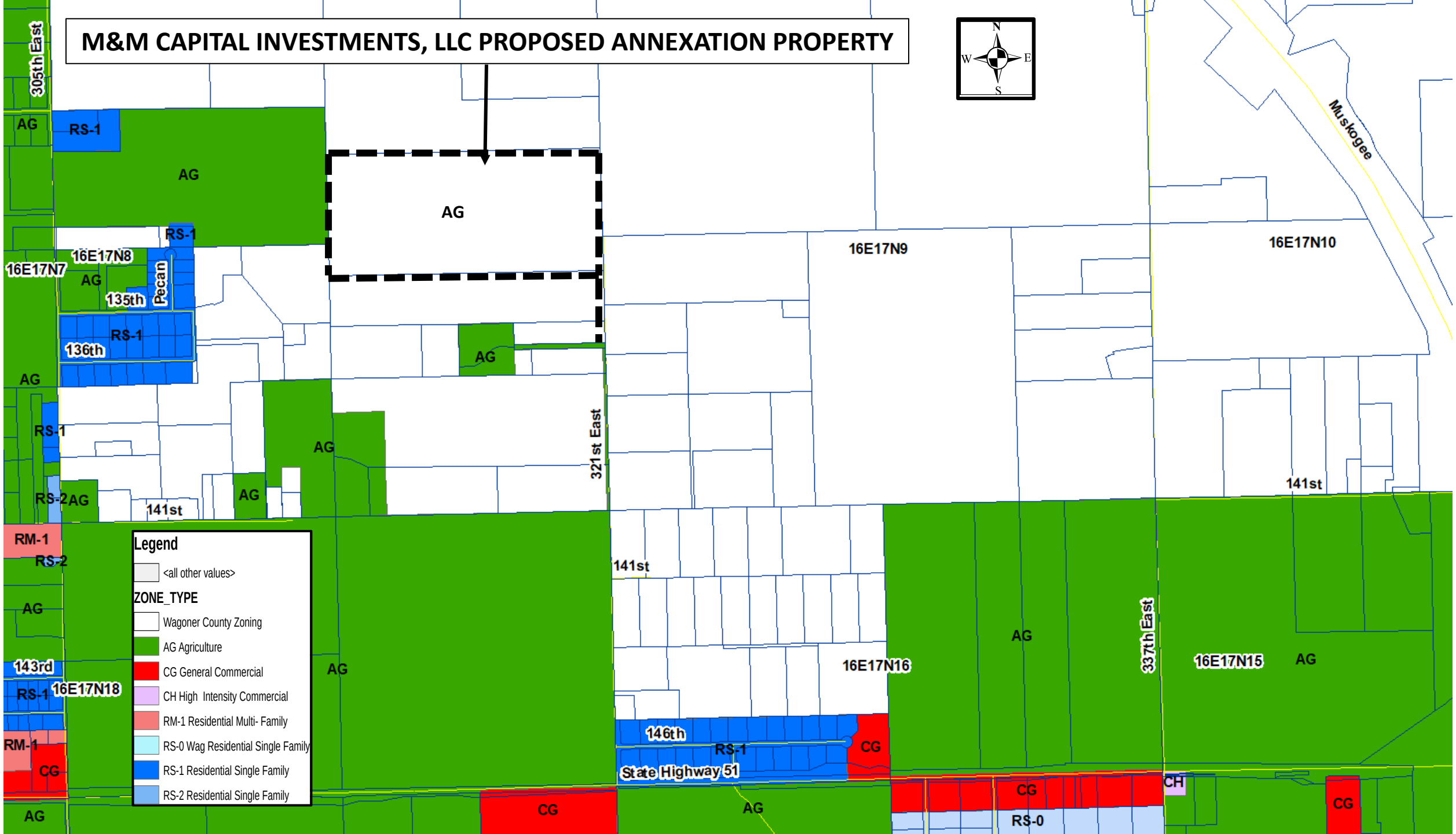
M&M CAPITAL INVESTMENTS, LLC PROPOSED ANNEXATION PROPERTY



M&M CAPITAL INVESTMENTS, LLC PROPOSED ANNEXATION PROPERTY



M&M CAPITAL INVESTMENTS, LLC PROPOSED ANNEXATION PROPERTY



CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Doug Moore, Community Development Director
Location: Section 19, Township 17 North, Range 16 East
Re: Santiago and Blanca Aguilar, request to be annexed into the City of Coweta
Date: 07-12-2021

BACKGROUND

Public hearing before City Council on the proposed consent for annexation on the on the following property: A 13.36-Acre, more or less, piece of property located in the SE/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, that abuts South 297th East Avenue to be annexed into the City of Coweta. A notice was published in the local newspaper at least 14 days prior to the public hearing and staff has prepare a service extension plan for this development.

Santiago Aguilar, Jr and Blanca Aguilar, property owners, request to be annexed into the City of Coweta, which shall be zoned Agriculture (AG).

STAFF RECOMMENDATION
Staff recommends that Council consider this request and approval of the annexation and zoning request.

ATTACHMENTS
Public Hearing Notice
Case Map
Annexation Ordinance No. 846

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 846

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING AND ANNEXING LAND LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, TO THE CITY OF COWETA, OKLAHOMA, ALL THAT CERTAIN REAL ESTATE BEING MORE PARTICULARLY DESCRIBED HEREINAFTER; PROVIDING THAT SAID REAL ESTATE SHALL BE PART OF THE CITY OF COWETA, OKLAHOMA, AND ALL PROPERTY SITUATED THEREIN, SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA; DIRECTING NOTIFICATION; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Coweta, Oklahoma, a municipal corporation, abuts, adjoins and is contiguous to property hereinafter described, and

WHEREAS, the City of Coweta, Oklahoma, desires to annex the property, which is adjacent to, abutting and contiguous to the present corporate limits and said property is hereinafter described to wit**:**

> A tract of land located in the Southeast Quarter (SE/4) of Section Nineteen (19), Township Seventeen (17) North, Range Sixteen (16) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the US Government Survey thereof, more particularly described as:
>
> Commencing at the E1/4 Corner of said Section 19, Thence S88º47'34"W along the North line of the SE1/4 of said Section a distance of 1179.80 feet to the point on the Westerly Right of Way of Highway 51B, Thence S17º47'39"E along the Westerly right-of-way of Highway 51B a distance of 359.32 feet to the Point of Beginning, Thence S88º51'03"W a distance of 1581.07 feet to a point on the West line of the SE1/4 of Section 19, Thence S01º11'57"E along the West line thereof a distance of 348.95 feet, Thence N88º46'39"E a distance of 1715.75 feet to a point on the Westerly right-of-way of Highway 51B, Thence N17º47'39"W along the Westerly right-of-way of Highway 51B a distance of 101.78 feet, Thence N29º06'15"W along the Westerly right of way of Highway 51B a distance of 152.97 feet, Thence N17º47'39"W along the Westerly right-of-way of Highway 51B a distance of 119.11 feet to the Point of Beginning.

WHEREAS, it is the desire of the Mayor and City Council to annex said territory and to extend the boundaries of said City so as to include said property within its corporate limits**.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT:

SECTION 1. DESCRIPTION. The land lying within the County of Wagoner, State of Oklahoma, and described herein, and which is adjacent to, abutting and contiguous to the present corporate limits of the City of Coweta, be and the same is hereby annexed and added to the City of Coweta, Oklahoma, and the boundaries of said City of Coweta are extended so as to include said property, which shall be zoned Agriculture (AG).

SECTION 2. NOTIFICATION. That the City Clerk of the City of Coweta, Oklahoma, is hereby directed to file a copy of this Ordinance and a map attached hereto and made a part hereof showing the boundaries of the above-described annexed territory, with the office of the County Clerk of Wagoner County, State of Oklahoma.

SECTION 3. INCLUSION IN CITY. That from and after the date of publication hereof, the effective date of this Ordinance, all of the above described real estate shall be part of the City of Coweta, Oklahoma, and included in Ward 3 thereof, and bearing zoning classifications hereinbefore ordained, and all persons residing therein, and all property situated therein and thereon, shall be and are hereby declared to be subject to the jurisdiction, control, laws and ordinances of the City of Coweta, Oklahoma, in all respects and particulars..

SECTION 4. REPEALER. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 5. SEVERABILITY. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION 6. DECLARING AN EMERGENCY. That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

PASSED AND APPROVED this 12TH day of July 2021.

_____

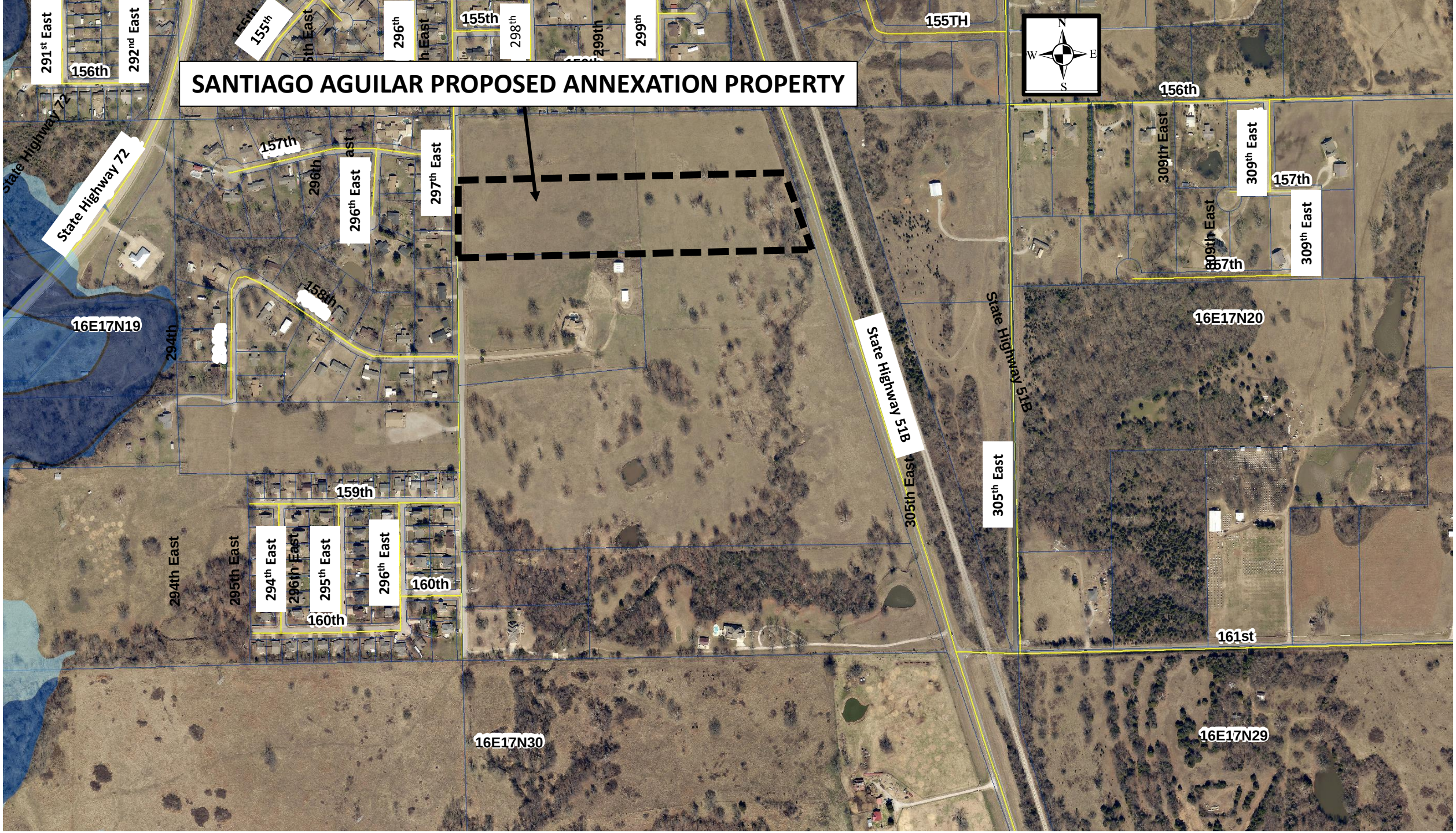
Evette Young, Mayor

ATTEST:

_____
Julie Casteen, City Clerk

APPROVED:

_____
Ronald D. Cates, City Attorney


SANTIAGO AGUILAR PROPOSED ANNEXATION PROPERTY
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155th
156th
157th
158th
159th
160th
161st
291st East
292nd East
296th East
297th East
294th East
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305th East
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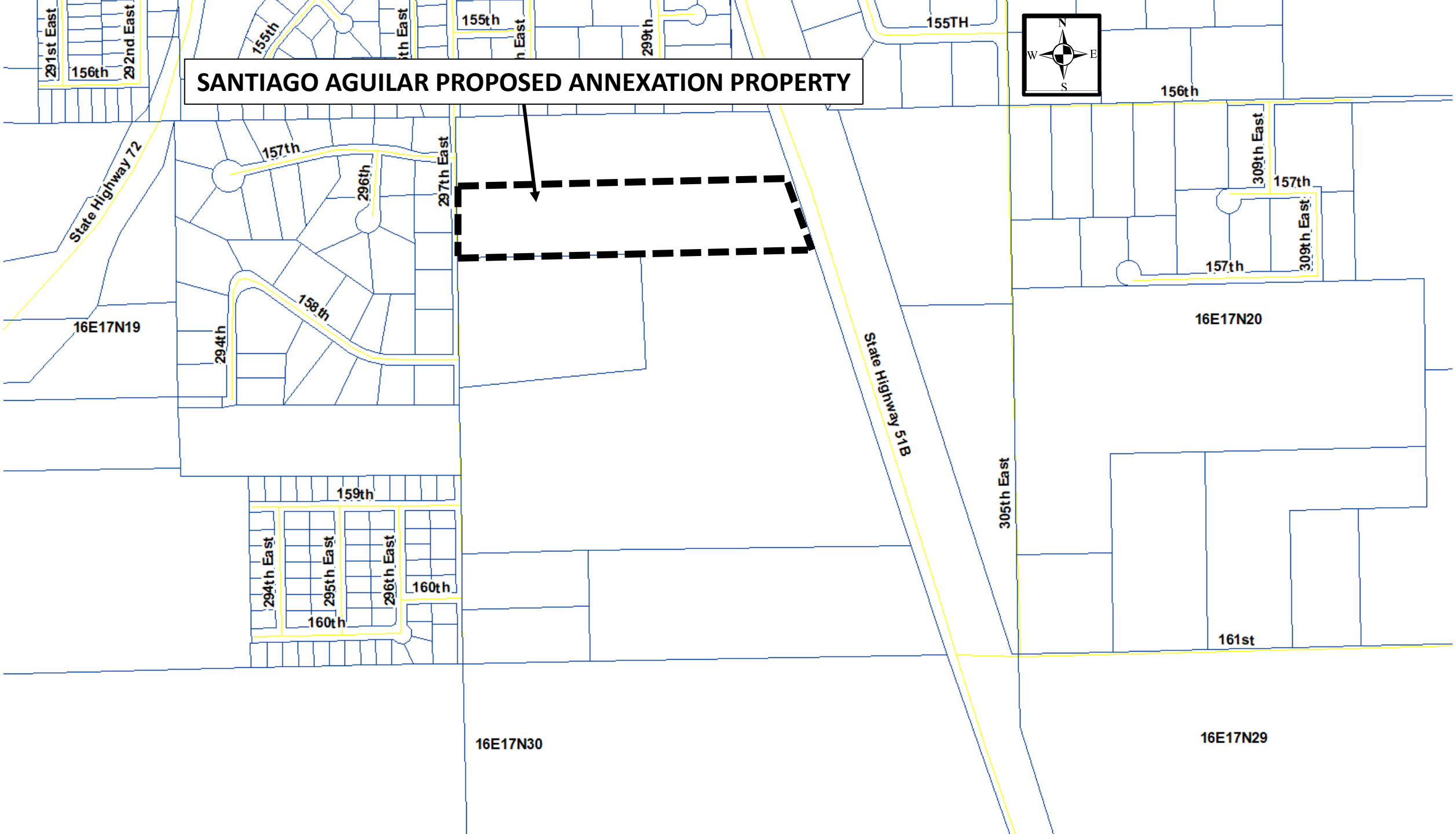
16E17N29
16E17N30


SANTIAGO AGUILAR PROPOSED ANNEXATION PROPERTY
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161st
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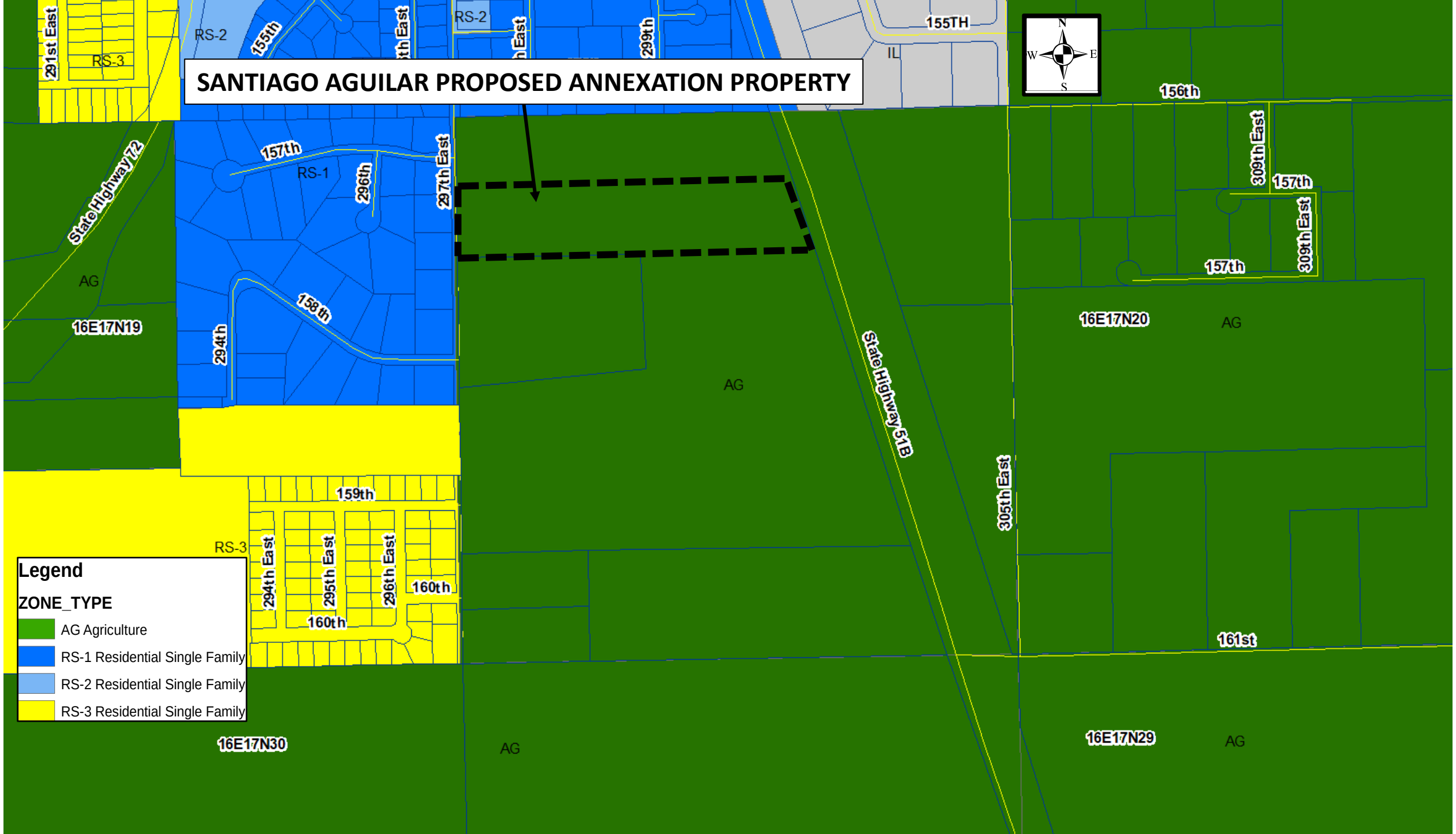
16E17N29


SANTIAGO AGUILAR PROPOSED ANNEXATION PROPERTY
Legend
ZONE_TYPE
AG Agriculture
RS-1 Residential Single Family
RS-2 Residential Single Family
RS-3 Residential Single Family
N
S
E
W
155TH
156th
157th
158th
159th
160th
161st
291st East
294th East
295th East
296th East
297th East
299th
305th East
309th East
294th
296th
155th
State Highway 72
State Highway 51B
16E17N19
16E17N20
16E17N29
16E17N30
AG
RS-1
RS-2
RS-3
IL

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Doug Moore, Community Development Director
Location: 14762 South 298th East Avenue
Zoning: Residential Single Family (RS-3)
Re: Case Number: CZ 21-05 SUP
Date: 07-12-2021

BACKGROUND

The City of Coweta is seeking to establish a Specific Use Permit for a M.E.T. Recycling Center at a new location on property zoned RS-3 (Residential Single Family). The property is located on a tract of land beginning at the SE Corner of the SE Corner of the S1/2 of SW1/4 of NW1/4 of SE1/4 of Section 18, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma at 14762 South 298th East Avenue. The property was previously utilized by the Litter Buyer Recycling Center and appears to be well-suited for continued use as a recycling center. The M.E.T. Recycling Center is currently located at 11160 South 265th East Avenue, however, it must relocate to accommodate a new business in Coweta.

The Specific Use Permit review is to determine if the use is appropriate in this specific location, compatible with the surrounding area, and that the use and layout will meet the requirements of the code for that specific use, including parking and other zoning code issues.

A public hearing was held on the 21st of June by the Coweta Planning Commission. During this hearing, neighbors adjacent to the project area voiced the following concerns:

1. The proposed use is too close to the school.
2. The proposed location is in a neighborhood and will not be fenced off.
3. The proposed location is on a dead-end street.
4. The location would have limited parking.
5. The adjacent streets would require additional maintenance due to the increase traffic.
6. Property values would be negatively affected and that the proposed use may attract pests to the neighborhood.

Following the public hearing the Planning Commission found the request to be compliant with the Coweta Comprehensive Plan and, with a vote of 3-0, sent a recommendation of approval to the City Council for the Specific Use Permit request for a M.E.T. Recycling Center, with the following conditions:

1. That the Met Recycling Center provide fencing along the eastern portion where the recycling activities will occur.
2. That asphalt or concrete be installed on all vehicular parking areas.

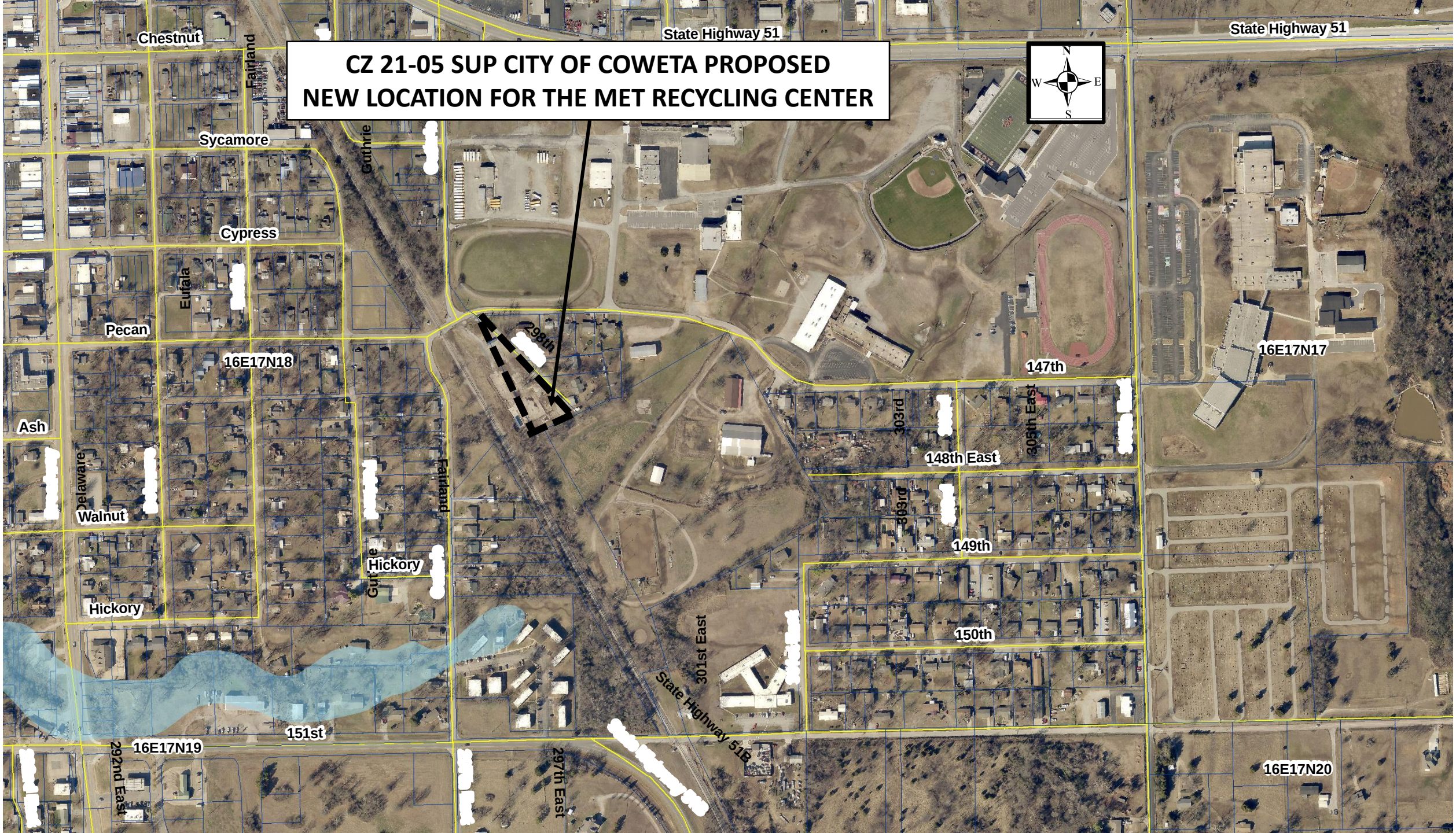
STAFF RECOMMENDATION

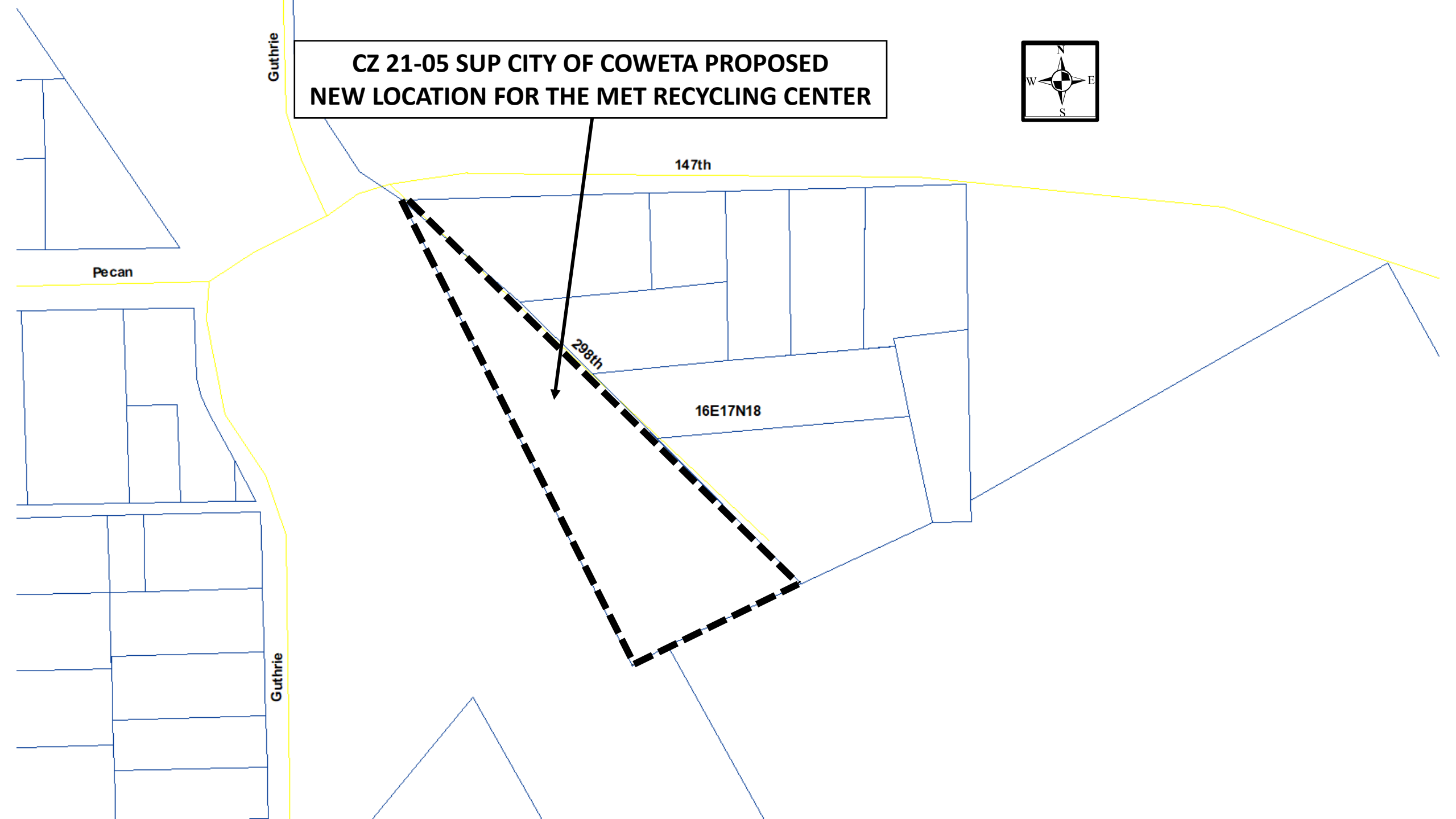
Staff recommends approval of the request to establish a Specific Use Permit, CZ 21-05 SUP, for a M.E.T. Recycling Center with the conditions outlined by the Planning Commission.

ATTACHMENTS

1. Aerial View Map 2. Zoning Map 3. Public Hearing Notice

CZ 21-05 SUP CITY OF COWETA PROPOSED NEW LOCATION FOR THE MET RECYCLING CENTER




CZ 21-05 SUP CITY OF COWETA PROPOSED
NEW LOCATION FOR THE MET RECYCLING CENTER
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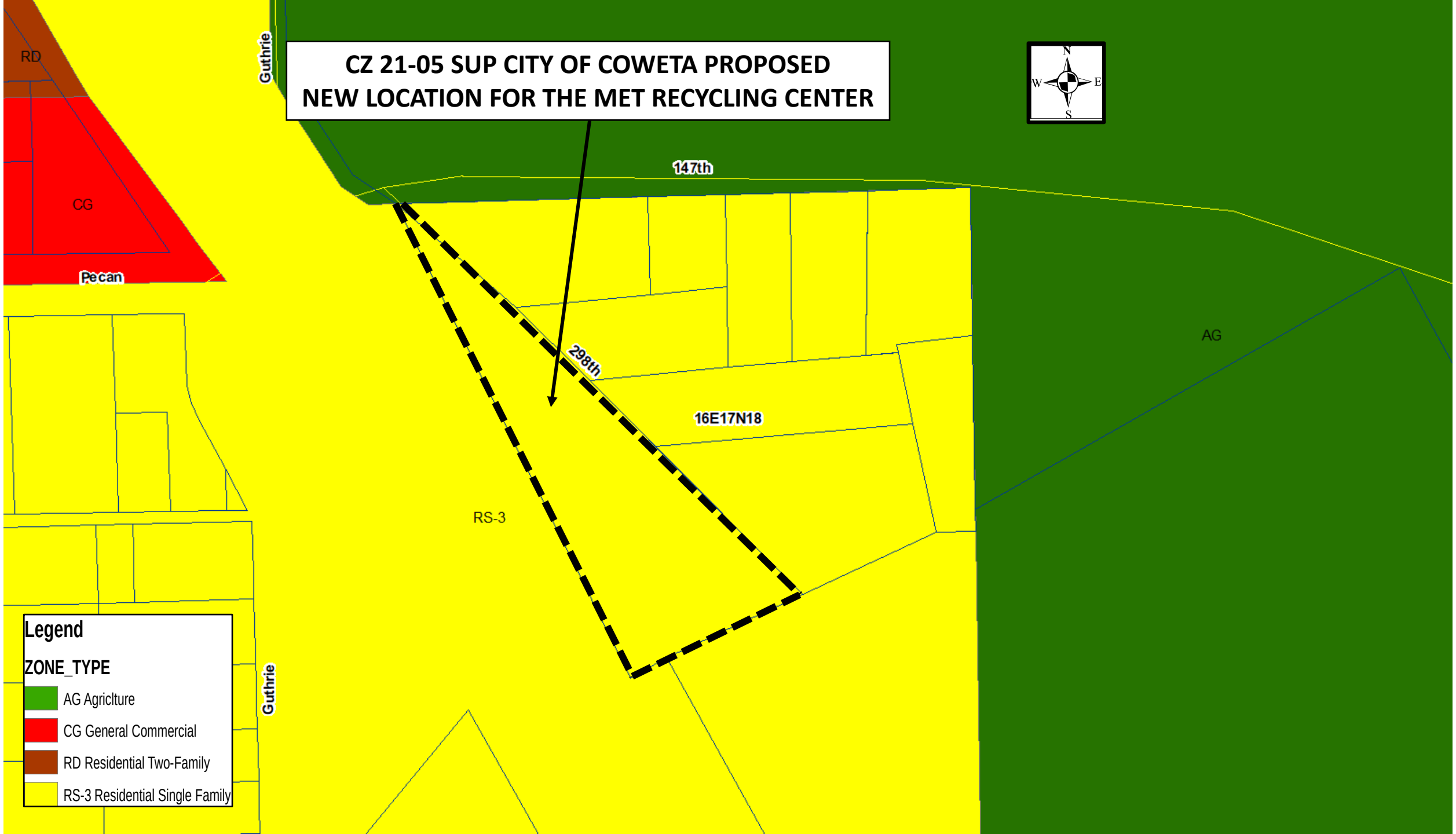
Guthrie
147th
Pecan
298th
16E17N18
Guthrie


CZ 21-05 SUP CITY OF COWETA PROPOSED
NEW LOCATION FOR THE MET RECYCLING CENTER
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CG
Pecan
Guthrie
147th
298th
16E17N18
RS-3
AG
Guthrie
Legend
ZONE_TYPE
AG Agriclture
CG General Commercial
RD Residential Two-Family
RS-3 Residential Single Family

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Memorandum

To: Honorable Mayor, Members of the City Council
From: Wes Richter, Public Works Director/Roger Kolman, City Manager
Re: Award of Bids
Date: 7/12/21

BACKGROUND

In May of 2021 the City of Coweta issued solicitation for bids related to thirteen (13) road maintenance projects (see attached). The three bids received from the solicitation were publicly opened on June 3, 2021 and staff began to analyze the bids as received (see attached). The projects included in the solicitation were all bid as separate projects, thus allowing the City to award the work in the way most advantageous to the City. As such, staff recommends that the projects be awarded as follows:

PROJECT	A & A Asphalt	Dunham's
141st Street	130,137.00	52,550.25
261st E Ave	41,292.00	33,184.00
273rd E Ave	40,460.00	35,148.00
289th E Ave	96,527.00	97,703.35
146th Street S	70,257.00	65,100.00
Delaware Ave	15,537.00	27,600.00
Eufaula Ave	17,287.00	27,600.00
274th E Ave	59,387.00	63,933.60
121st Street S	51,513.00	47,756.00
Delaware Ave	16,551.00	15,600.00
Sycamore Street	18,494.00	27,600.00
111th Street S	13,406.00	14,493.60
111th Street S	17,452.00	22,272.00
TOTAL		
ALL PROJECTS	588,300.00	530,540.80
Awarded	238,090.00	249,338.25

Contractors will have ninety (90) days to complete all work once the notice to proceed has been issued.

All respondents were asked to provide a list of similar projects completed within the last several years and the apparent overall low bidder provided a response that was substantially and intentionally incomplete. As a result, that bidder has been determined to be unresponsive and removed from further consideration for this solicitation.

STAFF RECOMMENDATION

Staff recommends awarding of the bids for the City of Coweta 2021 Road Maintenance Project to A & A Asphalt, Inc. and Dunham's Asphalt Services, Inc. as indicated above.

ATTACHMENTS

Road Maintenance Bid Packet
Bid Tabulation

NOTICE TO BIDDERS

SEALED BIDS FOR:

2021 STREET IMPROVEMENT PROJECT

Notice is hereby given that pursuant to an order by the City of Coweta, Oklahoma, sealed bids will be received at the office of the City Clerk, 310 South Broadway of said City for furnishing all tools, material and labor, and performing the work necessary to be done in the construction of the following:

- **ASPHALT STREET MILLING, RESURFACING, SUB-GRADE REPLACEMENT, CRACK SEALING AND FOG SEAL APPLICATION** - Approximately 146,500 square feet of 2" mill and replacement of asphalt overlay and approximately 263,000 square feet of crack sealing and fog seal application; each of the thirteen locations is to be bid as a separate project.

The work shall be completed within ninety (90) calendar days after the authorized starting date. Liquidated damages are established at $100.00 per day.

All bids will be opened and read aloud by the City at the City Hall Council Chambers, located at 310 S. Broadway, Coweta, Oklahoma, at 10:00 a.m. on ***June 3, 2021.*** The bid shall be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty.

Mandatory pre-bid conference to be held at 10:00 a.m. on May 26th at 10:00 a.m. CST at 310 S. Broadway, Coweta, OK.

The City of Coweta reserves the right to accept all items for completion, select and split items depending upon cost, or reject all bids.

The following bonds will be required from the bidders:

- Performance bond to the Full Amount of the Contract Price.
- Statutory Public Works Bond for payment of all labor and materials used in the construction of such improvements in the Full Amount of the Contract Price.
- One (1) year Maintenance Bond to the Full Amount of the Contract Price.

The bidder must supply all the information required by the bid date on proposal form including completion of the Bidders Certifications and affidavits. Failure to include this information will render the bid incomplete and therefore rejected. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the sites. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be completed. Information obtained from an officer, agent, or employee of the City of Coweta or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions or the contract. The City of Coweta reserves the right to reject any and all bids and to waive informalities in any bid.

Dated at Coweta, Oklahoma, on this ***May 12, 2021.***

Julie Casteen

Julie Casteen, City Clerk

INSTRUCTION TO BIDDERS

Bids:

Each bid shall be printed in ink or typewritten on the form provided in the copy of proposed contract documents. The written words shall govern over the figures if there is a difference between the two. No alterations, additions, or erasures shall be made on the Proposal Form. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment and furnish all work required by and in conformance with the specifications.

Each bid shall be enclosed in a sealed envelope addressed to the City of Coweta, PO BOX 850, 310 Broadway, Coweta, Oklahoma, 74429-0850 identified on the outside with the words:

"BID FOR 2021 CITY OF COWETA ROAD MAINTENANCE PROJECTS"

and filed with the City Clerk located at 310 South Broadway, Coweta, Oklahoma, 74429. All addenda to the contract documents, properly signed by the bidder shall accompany the bid when submitted. Contractor will be provided a letter authorizing purchases related to this contract to be tax exempt.

SPECIFICATIONS

General:

The Oklahoma Department of Transportation Standard Specification for Highway Construction, most recent approved addition and supplements shall be used on this project with exceptions as noted in Special Provisions.

Project Description (Base Bid):

Some of the existing streets to be improved under this program are not of uniform width or subgrade conditions.

Any necessary existing drainage ditch relocation or regrading shall be coordinated with the City of Coweta.

The bid shall be for milling and street overlay with a minimum two (2") inches of asphalt (after compaction) to a uniform width of the existing roadway.

Centerline striping to be included where applicable.

The overlay shall be Type "B" asphalt as defined in the referenced ODOT Specifications.

A tack coat shall be applied to the overlay area. The tack coat shall provide full coverage with no gaps and shall be properly cured before laying the asphalt overlay.

The finished overlay shall be of uniform grade and cross slope to prevent water hold depressions. In the event depressions develop, these areas shall be tack coated and a leveling course applied and rolled to specifications.

Overlay areas shall match all existing driveway grades. All approach aprons shall be milled and overlayed as

needed. Roadways along schools shall be overlaid during the school summer break or on weekends in order to not disrupt normal traffic flows in the area.

Manholes and valve risers are to be brought to finish grade using riser extensions approved by the City. No manholes or valves are to be paved over. Any manhole or valve found to be paved over will be uncovered, raised and the area around the manhole / riser will be repaved at the contractor's expense.

The following streets/locations are involved in the 2021 Street Improvement Project, with each location to be bid as a separate item:

1. **Paving Surface Crack Seal and Fog Seal on E 141st St from Hwy 51 to S 273rd E Ave**

    - This project is approximately 262,875 sf to be crack sealed and fog sealed within the limits marked in orange at the site- the Project Area.
    - Sweep and clean all areas of the paving surface within the Project area as necessary to remove all loose material.
    - Seal all existing cracking of the roadway within the Project area with an ODOT approved bituminous sealer.
    - Apply an ODOT approved seal coat from curb face to curb face and edge of roadway to edge of roadway within the Project area.
    - ODOT approved fog seal must dry BLACK.
    - All stripping, stop bars and railroad crossings within the project area must be repainted with an ODOT approved paint along with glass beads to ensure road markings are reflective.

2. **Cross Creek: Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of S. 261st E Ave and E 112th Ct S.**

    - Sawcut, remove, and dispose of approximately 3,904 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material marked in orange at the intersection of S. 261st E Ave and E 112th Ct S.
    - Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
    - Install French drain to discharge ground water into ditch on SE corner of intersection.
    - Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
    - Compact placed aggregate to within 95% of standard density.
    - Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
    - Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
    - Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density.

3. **Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of S. 273rd St and E 125th Pl S.**

    - Sawcut, remove, and dispose of approximately 4,040 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material within the Project area marked in orange at the intersection of S. 273rd and E 125th Pl S.
    - Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
    - Install French drain to discharge ground water into ditch on SE corner of intersection.
    - Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
    - Compact placed aggregate to within 95% of standard density.
    - Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
    - Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
    - Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density.

4. **Overlay and Failed Sub Grade Removal / Replacement on 289th E Ave from Hwy 51 to E 134th St S.**

    - Sawcut, remove, and dispose of approximately 11,701 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material in various areas marked with RED X's within the Project area marked in orange.
    - Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
    - Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
    - Compact placed aggregate to within 95% of standard density.
    - Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
    - Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
    - Place approximately 28,560 sf overlay of 2" type "B" asphaltic concrete wearing surface within the Project area compacted to 95% of Standard Density, continuous from edge of roadway to edge of roadway maintaining proper positive roadway drainage through the Project Area.

5. **Overlay and Failed Sub Grade Removal / Replacement on E 146th St from 279 E Ave east to previous overlay stopping point.**

    - Sawcut, remove, and dispose of approximately 6,510 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material in various areas marked with RED X's within the Project area marked in orange.

- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
- Place approximately 22,000 sf overlay of 2" type "B" asphaltic concrete wearing surface within the Project area compacted to 95% of Standard Density, continuous from edge of roadway to edge of roadway maintaining proper positive roadway drainage through the Project Area.

6. Paving Surface Overlay on S Delaware Ave from E Walnut St to E Hickory St.

- Extend all Sewer manhole lids and water valve boxes to finished paving grade within the Project area marked in orange.
- Seal all existing cracking of the paving base within the Project area marked in orange with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all paving base and crack sealed surfaces within the Project area.
- Place approximately 6,900 sf of 2" type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from edge of roadway to edge of roadway maintaining proper positive roadway drainage through the Project Area.

7. Paving Surface Overlay on S Eufala Ave from E Walnut St to E Hickory St.

- Extend all Sewer manhole lids and water valve boxes to finished paving grade within the Project area marked in orange.
- Seal all existing cracking of the paving base within the Project area marked in orange with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all paving base and crack sealed surfaces within the Project area.
- Place approximately 6,900 sf of 2" type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from edge of roadway to edge of roadway maintaining proper positive roadway drainage through the Project Area.

8. The Woods at Oak Grove: Paving Surface Removal and Replacement on S. 274th E Ave between E 111th St S and E 113th St S.

- Mill approximately 37,608 sf. of existing asphaltic surfacing, 2" in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.

- Remove and dispose of millings from the project area to an offsite location specified by the Public Works Director.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.

9. Overlay and Failed Sub Grade Removal / Replacement on E 121st St S from Hwy 51 to S 267th E Ave.

- Sawcut, remove, and dispose of approximately 1,476 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material marked with a RED X within the Project area marked in orange.
- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
- Place approximately 30,800 sf overlay of 2" type "B" asphaltic concrete wearing surface within the Project area compacted to 95% of Standard Density, continuous from edge of roadway to edge of roadway maintaining proper positive roadway drainage through the Project Area.
- All stripping, stop bars and railroad crossings within the project area must be repainted with an ODOT approved paint along with glass beads to ensure road markings are reflective.

10. Paving Surface Removal and Replacement Including Paving Base Repair on S Delaware between E Pecan St and E Cypress St.

- Sawcut, remove, and dispose of approximately 1,040 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material within the Project area marked in orange on S Delaware North of E Pecan St.
- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.

- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density.

11. Paving Surface Overlay on E Sycamore St from S Bristow Ave to S Atoka Ave

- Extend all Sewer manhole lids and water valve boxes to finished paving grade within the Project area marked in orange.
- Seal all existing cracking of the paving base within the Project area marked in orange with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all paving base and crack sealed surfaces within the Project area.
- Place approximately 6,900 sf of 2" type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from edge of roadway to edge of roadway maintaining proper positive roadway drainage through the Project Area.

12. Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of E 111th St S and S 274th E Ave.

- Sawcut, remove, and dispose of approximately 732 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material within the Project area marked in orange East of the intersection of E 111th St S and S 274th E Ave located on E 111th St S.
- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density.

13. Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of E 111th St S and S 282nd E Ave.

- Sawcut, remove, and dispose of approximately 1,392 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material within the Project area marked in orange at the intersection of E 111th St S and S 282nd E Ave located on E 111th St S.
- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.

- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of pavement base repair within the Project area as necessary to remove all loose material.
- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density.

Testing:

The contractor shall provide for density and thickness testing of the sub-base, overlay and new pavement sections. One density and thickness test per block shall be provided. The testing shall be done by a laboratory acceptable to the City. The test results shall be submitted directly from the laboratory to the City.

Cleanup:

At the completion of the work, the contractor shall clean up all areas of the work, remove all excess material and dress the areas as needed and approved by the City.

Traffic Control:

Contractor shall provide traffic control as deemed necessary with respect to the projects on E. 141st Street S., E. 111th Street S., S. 289th E. Avenue, and S. 273rd E. Avenue.

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PROPOSAL

TO: CITY OF COWETA
COWETA, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Coweta, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting, or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

_____

_____

_____

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

_____

_____

_____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

_____

_____

_____

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

_____

Subscribed and sworn to before me this_____day of_____, 2021.

_____
Notary Public

My Commission Expires:

_____

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

_____

SUBSCRIBED AND SWORN to before me this_____day of_____, 2021.

_____
Notary Public

My Commission Expires:

_____

CITY OF COWETA
2021 STREET IMPROVEMENTS PROJECT
BASE BID

PROJECT LOCATION/DESCRIPTION	APP. SQ FEET	PRICE TO COMPLETE
1. E 141st St S between S 273rd E Ave and Highway 51 – Crack Seal and Fog Seal Application	262,875	$
2. Cross Creek: Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of S. 261st E Ave and E 112th Ct S	3,904	$
3. Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of S. 273rd St and E 125th Pl S.	4,040	$
4. Overlay and Failed Sub Grade Removal / Replacement on 289th E Ave from Hwy 51 to E 134th St S.	11,701	$
5. Overlay and Failed Sub Grade Removal / Replacement on E 146th St from 279 E Ave east to previous overlay stopping point.	6,510	$
6. Paving Surface Overlay on S Delaware Ave from E Walnut St to E Hickory St.	6,900	$
7. Paving Surface Overlay on S Eufala Ave from E Walnut St to E Hickory St.	6,900	$
8. The Woods at Oak Grove: Paving Surface Removal and Replacement on S. 274th E Ave between E 111th St S and E 113th St S.	37,608	$
9. Overlay and Failed Sub Grade Removal / Replacement on E 121st St S from Hwy 51 to S 267th E Ave.	1,476	$
10. Paving Surface Removal and Replacement Including Paving Base Repair on S Delaware between E Pecan St and E Cypress St.	1,040	$
11. Paving Surface Overlay on E Sycamore St from S Bristow Ave to S Atoka Ave	6,900	$
12. Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of E 111th St S and S 274th E Ave.	732	$
13. Paving Surface Removal and Replacement Including Paving Base Repair at the intersection of E 111th St S and S 282nd E Ave.	1,392	$
Total Cost To Complete All Projects		$

DATED THIS_____DAY OF_____2021.

Respectfully submitted,

SIGNATURE:_____TITLE: _____

PRINTED NAME:_____COMPANY: _____

CITY OF COWETA
BID TABULATION
2021 ROAD MAINTENANCE PROJECTS
OPENING 6/3/2021 AT 10:00 A.M.

	BIDDER		
PROJECT	A & A Asphalt	H & G Paving	Dunham's
1	130,137.00	81,783.05	52,550.25
2	41,292.00	23,176.60	33,184.00
3	40,460.00	25,250.33	35,148.00
4	96,527.00	64,957.04	97,703.35
5	70,257.00	42,315.18	65,100.00
6	15,537.00	44,850.00	27,600.00
7	17,287.00	44,850.00	27,600.00
8	59,387.00	58,880.67	63,933.60
9	51,513.00	51,706.21	47,756.00
10	16,551.00	8,694.01	15,600.00
11	18,494.00	28,533.23	27,600.00
12	13,406.00	8,784.07	14,493.60
13	17,452.00	11,484.11	22,272.00
TOTAL ALL PROJECTS	588,300.00	495,264.50	530,540.80

CITY OF
Coweta
POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Wes Richter, Public Works Director

Re: Purchase of 2021 Kubota KX040-4R3A Mini Excavator

Date: July 12, 2021

BACKGROUND

Coweta Public Works currently utilizes a Bobcat 35i mini excavator to fix water leaks, set water taps, clean out ditches and street repairs. We would like to purchase an additional 2021 Kubota KX040-4R3A mini excavator.

BENEFITS

By purchasing the additional Kubota KX040-4R3A mini excavator we will be able to complete projects in a more time efficient manner by utilizing both excavators. The Kubota mini excavator will come with a 3 ft wide tilt grading bucket which will be utilized by cleaning out ditches to assist with getting water of the roadways which will preserve our streets. The street dept. will be able to complete street repair projects quicker without having to wait for the water dept. to finish using the Bobcat mini excavator on their projects.

COSTS

Utilizing the State bid contract, I contacted Stewart Martin Kubota and received a quote for $56,775.20. This quote is for the purchase of a 2021 Kubota KX040-4R3A Mini Excavator. Funds for this purchase would come from the Street Department Capital Outlay Budget, 12-5404-015. The approved budget is $60,000.

STAFF RECOMMENDATION

Staff recommends approval of purchasing a 2021 Kubota KX040-4R3A Mini Excavator with a price not to exceed $56,775.20 from Stewart Martin Kubota.

ATTACHMENTS

Stewart Martin Kubota Customer Proposal

STEWART MARTIN
KUBOTA
SALES & LEASING
EST. 1929

10601 S Memorial Dr.

Tulsa, OK 74133

Office: 918-970-4614

Cell: 870-692-0458

City of Coweta

Kubota KX040-4R3A
- Cab (Heat and Air)
- Angle Blade
- 18 inch QA Trenching Bucket
- 36 inch QA Tilt Grading Bucket
- Hydraulic Thumb
- Travel Alarm
- Bluetooth Radio

List: $73,145.00

State Price: $59,122.40

City of Coweta Price: $56,775.20

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Memorandum

To: Honorable Mayor and City Council

From: Wes Richter, Public Works Director

Re: Purchase of 2021 Kubota M7060HD 4x4 Tractor

Date: July 12, 2021

BACKGROUND

Coweta Public Works currently utilizes a Kubota M7060HD tractor to mow the highway right of ways. At this time we would like to purchase an additional 2021 Kubota M7060HD 4x4 Tractor.

BENEFITS

By purchasing the additional Kubota M7060HD we will be able to mow the Highway right of ways in a more time efficient manner by utilizing both tractors, as well as mowing and maintaining the larger city owned properties, retention ponds, grading unpaved roadways, landscapes, dirt work etc. in a more productive and timely manner.

COSTS

Utilizing the State bid contract, I contacted Stewart Martin Kubota and received a quote for $31,678.07. This quote is for the purchase of a 2021 Kubota M7060HD Tractor. Funds for this purchase would come from the Street Department Capital Outlay Budget, 12-5404-015. The approved budget is $35,000.

STAFF RECOMMENDATION

Staff recommends approval of purchasing a 2021 Kubota M7060HD with a price not to exceed $31,678.07 from Stewart Martin Kubota.

ATTACHMENTS

Stewart Martin Kubota Customer Proposal

STEWART MARTIN
KUBOTA
SALES & LEASING

Stewart Martin Equipment
2509 S 32nd St
Muskogee, OK 74401
Phone: 918.683.1000
www.stewartmartinequipment.com

Whole Goods
Sales Invoice

Coweta-1004

Sold To: City of Coweta **Phone:** **Date:** July 6, 2021
Address: **Salesperson:** Bobo
City: Coweta **State:** OK **Zip:** **County:**
CASH: x **CHARGE:** **NOTE:**
Delivered: **Customer Pick Up:** x

Qty	Description	Serial #	Stock #	Amount
1	Kubota M7060HD			$38,445.00
	(74 hp, Open ROPS, Industrial Tires, 2 Rear			
	Remotes, 5 weights and bracket)			
	Government Discount			-$6,766.93

ALL USED TRACTORS & EQUIPMENT SOLD AS-IS **Sales Tax @:** **0.000%** $0.00

Trade-In Information

Qty	Make	Description	Serial #	Amount

Complete this section when tractors are sold. Statistics show that severity of injuries are greatly reduced and fatalities practically eliminated through use of ROPS and a seat belt if a tractor overturns. I have been advised and understand that the use of ROPS and a seat belt are recommended in alost all applications.

Signature of Purchaser _____

Trade-In Allowance:	$0
Less Amount Owed:	
Net Trade-In Allow:	$0

Delivery	
Cash Price	$31,678.07
Cash With Order	
Trade-In	$0.00
Total: Cash & Trade	$0.00
Unpaid Cash Balance	$31,678.07
Time Payment Differential	
Other Charges	
Time Payment Balance	$31,678.07

_____
Received By

I _____ am engaged in the business of farming, annd the farm machinery and equipment I have purchased will be used exclusively and directly and in the agriculture production of food or fiber as a business. I am aware that any false representation made by me in an attempt to purchase farm machiner and equipment free from Oklahoma sales tax is a misdemeanor.

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Memorandum

To: Honorable Mayor and City Council

From: Michael Bell, Chief of Police

Re: Purchase of four (4) Ford Police Interceptor Utility AWD Hybrid Patrol Vehicles

Date: March 2, 2018

BACKGROUND

The Coweta Police Department has a fleet of 19 police vehicles comprised of Dodge Chargers and Ford Explorers. Our department currently has three vehicles with over 100,000 miles and three more vehicles that will surpass 100,000 miles this fiscal year. Our department is requesting to replace four vehicles this fiscal year due to the condition of the vehicles and excessive mileage that could lead to frequent engine and/or other vehicle component failures.

The replacement of four vehicles will be following the developed long-term fleet replacement schedule that will enhance the protection of our officers and citizens through safer vehicles and lower risk of breakdowns.

The Ford Police Interceptor Utility AWD Hybrid patrol vehicle has been identified as the most appropriate vehicle for the Coweta Police Department's needs. Bill Knight Ford in Tulsa can deliver four vehicles at a cost of $152,092.00 using State of Oklahoma Bid Contract SW0035, with an added $60,305.84 dollars needed for equipment and decals. The total cost of the project will be $212,397.84. This purchase is included in the FY 2022 budget at line items 12-5403.007 and 12-5404.007.

STAFF RECOMMENDATION

Staff recommends a motion authorizing the purchase of four (4) 2021 Ford Police Pursuit AWD SUV from Bill Knight Ford at a cost not to exceed $152,092.00 and authorizing the purchase and installation of related equipment at a cost not to exceed $61,316.

Attachments:

1. Vehicle purchase quote from Bill Knight Ford 2021
2. Visual Force quote 2021
3. Motorola quote 2021
4. Muskogee Communication 2021
5. Meek's quote 2021

BILL KNIGHT FORD
Fleet and Commercial Center

SW035
Category #25101702
Item # 1000009398
Dealer: Bill Knight Ford
Make: Ford
NEW Police Pursuit Vehicle
Model Code: K8A

June 24, 2021

Hello Ron,

We are pleased to offer for your consideration one (or more) New ordered 2021 "WHITE" Ford Police Interceptor Utility AWD w/ 3.3L Hybrid.

Base Price	$33,215.00
Add 99w 3.3L Hybrid	3,485.00
Add 76d skid plate	318.00
Add 68L/68g rear door handle inop	58.00
Add 18w/68g rear window inop	38.00
Add 60A pre-wire grill	49.00
Add 12vt to cab	85.00
Add 60R noise suppress	95.00
Add 55F remote fobs (4)	322.00
Add extra keys (2)	28.00
Add 593 anti theft perimeter alarm	114.00
Add deep deep tint glass	185.00
Add Delete rear cloth/add 9w vinyl	<45.00>
Add 43D courtesy disable	19.00
Add 86T rr tailamp housing	57.00

Per vehicle	$38,023.00
	X 4 PI

TOTAL	$152,092.00

Thank you

Greg Herring

Greg Herring
Bill Knight Ford Fleet Center
918-526-2392 direct
gherring@billknightauto.com

Muskogee Communications, Inc.

1651 N. York
P.O. Box 1613
Muskogee, OK 74402

Estimate

DATE	ESTIMATE NO.
6/28/2021	2456

NAME / ADDRESS
Coweta Police Department Attn: Accounts Payable P.O. Box 850 Coweta OK 74429

DESCRIPTION	QTY	COST	TOTAL
XPR2500 VHF MOBILES	4	536.27	2,145.08
		TOTAL	$2,145.08

DRAFT

QUOTE-1485037

MOTOROLA SOLUTIONS

COWETA, CITY OF

06/08/2021

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

DRAFT

QUOTE-1485037

06/08/2021

COWETA, CITY OF
212 N BROADWAY
COWETA, OK 74429

Dear ,

Motorola Solutions is pleased to present COWETA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COWETA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Carl Wilson at muskcomm@muskogeecomm.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Carl Wilson

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

DRAFT

QUOTE-1485037

Billing Address:
COWETA, CITY OF
212 N BROADWAY
COWETA, OK 74429
US

Quote Date:06/08/2021
Expiration Date:09/06/2021
Quote Created By:
Carl Wilson
muskcomm@muskogeecomm.org

End Customer:
COWETA, CITY OF

Contract: 19860 - NASPO - 06913

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	4	$1,714.00	$931.13	$3,724.52
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	4	$138.00	$138.00	$552.00
1b	G66BF	ADD: DASH MOUNT O2 APXM	4	$125.00	$67.91	$271.64
1c	G142AD	ADD: NO SPEAKER APX	4	$0.00	$0.00	$0.00
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4	$1,570.00	$852.90	$3,411.60
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4	$0.00	$0.00	$0.00
1f	GA00804AA	ADD: APX O2 CH (GREY)	4	$492.00	$267.28	$1,069.12
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	$0.00	$0.00	$0.00
1h	W22BA	ADD: STD PALM MICROPHONE APX	4	$72.00	$39.11	$156.44
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	$0.00	$0.00	$0.00
1j	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	4	$43.00	$23.36	$93.44

Grand Total $9,278.76(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Meeks Group
6913 East 13th Street
Tulsa, Oklahoma 74112-5615
918.836.0900

Quote Q005561

Company : City of Coweta
P O Box 850
Coweta OK 74429-0850
United States

Page 1 of 1
Quote date 07/07/21
Customer account C00157
Account manager Julie Myers

Contact : Ron Peterson
Email : rpeterson@cityofcoweta-ok.gov

Hi Ron,

Thank you for your quote request.

Product 1

Job title : **4-SUV Wrap On Police Car**

Description : 4-SUV Wraps
4--Wrap On Suv Stripes On Side & Back - 34"x200" Printed on 3M IJ-180 Laminating, 8518 Gloss Contour Cutting - Roland

4- Badges Flags Police & Lettering Unit # - 46"x82" Printed on 3M IJ-5100R Reflective Vinyl Laminating, 8518 GlossContour Cutting - Roland
Laminating: Laminating, 8518 Gloss
Installing

Quantity : **8**
Price (Ex Tax) : $2,750.00
Tax : $0.00

Amount payable (Inc Tax) **$2,750.00**

Sales Representative: House Account

Subtotal::	$2,750.00
Freight:	$0.00
Tax:	$0.00
Total:	$2,750.00

Thank you,
The Meeks Group Team

Terms of quotation and supply are strictly 30 days from date of issue. Prices are subject to sight of final artwork supplied, any author's corrections may incur an additional cost.

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015

Phone 918-739-4555
Fax 918-739-4557

Quote

Date	Quote #
2/1/2021	3518

Name / Address
Coweta Police Department Ron Peterson P.O. Box 850 Coweta, OK 74429

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	U/M	Cost	Total
Installation	Installation 2021 Ford PI Utility	16	hr	80.00	1,280.00
SO-ENFWBF(8...	Nforce 8mod 12LED Split/Full Frt DualColor R/W-B/W w/full scene light	1		864.45	864.45
SO-ENFTCDG...	SoundOff Trfc Cntr 6mod 12LED Dual Color Int R/A-B/A w/traffic director	1		530.91	530.91
SO-ETSA482CSP	SoundOff 400 Series 200W cnsl bttn siren	1		404.94	404.94
SO-ETSS100N	SoundOff Speaker 100N	2		176.97	353.94
SO-ETSSVBK01	SoundOff Speaker Clamp Mt 2020 Util	2		22.95	45.90
SO-ENT2B3D	SoundOff Inrtsctr 18LED Undr Mirror Lt R/W	1		151.98	151.98
SO-ENT2B3E	SoundOff Intsctr 18LED Undr Mirror Lt B/W	1		151.98	151.98
SO-PNT1CRV05	SoundOff Intsctr Adapter PI Utility	1		15.00	15.00
SO-ETTFFUT-16	SoundOff Plug-in Alternating TailLt flasher	1		71.40	71.40
SO-ENFSGS4B...	SoundOff NForce Sngl Deck Grill 18LED Blk B/R/W (on push bumper)	2		122.91	245.82
SO-EMPS2QM...	SoundOff MPwr 4" 18LED Quick Mt RBW (rear side qtr panel)	2		110.67	221.34
SO-EMPS2QM...	SoundOff MPwr 4" 18LED Quick Mt RBW (tag area)	2		110.67	221.34
JO-425-6512	Jotto MaxDepth Console 2020 PI Util	1		566.00	566.00
JO-425-6260	Jotto Arm Rest-Upper Structure 7.75x8x8	1		65.00	65.00
JO-425-3704	Jotto Dual ABS Cup Holder	1		55.00	55.00
JO-425-6651	Jotto FacePlt 12v outlet	1		53.00	53.00
PR-PRPSP4712...	ProGard Prtitn 1/2Poly 1/2Metal 20-21 Util	1		910.00	910.00
PR-WB47NPUI...	ProGard Wndw Bars-Steel OEM 20-21 Util	1		256.00	256.00
PR-B4705UINT...	ProGard Cargo Barrier 20-21 Util	1		499.00	499.00
W-WEI-002	Weiser GunLk Dual Mt A/R 870	1		320.00	320.00
ST-75812	StreamLight Stinger DS LED	1		122.00	122.00
ST-805-0022-00	Stalker Radar Dual 2 KA Antna System	1		2,249.00	2,249.00
ST-200-1379-00	Stalker Util Mnting Kit 2020 Ford Util	1		206.00	206.00
SE-BK05351TU...	Setina Push Bump BP400 Steel 2020 Util	1		397.00	397.00
SE-HK22721T...	Setina PB10 Steel HdLt Guard w/PB9 Wrap	1		615.00	615.00
JO-450-4128	Jotto Cmptr Mt Surface Pro Station	1		246.00	246.00
JO-425-2827	Jotto Pedestal Mount	1		138.00	138.00
JO-425-1188	Jotto Articulated Arm	1		120.00	120.00

Thank you for your business.

Total

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015

Phone 918-739-4555
Fax 918-739-4557

Quote

Date	Quote #
2/1/2021	3518

Name / Address
Coweta Police Department Ron Peterson P.O. Box 850 Coweta, OK 74429

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	U/M	Cost	Total
Coax w/Mini Co...	Larid Coax w/ Mini Connector	2		22.00	44.00
TE-487128	Larid Ant 142-160 Phantom Antenna Black	1		98.00	98.00
TE-35951	Larid Ant 1/4 Wv 152-162 Black Unity	1		15.00	15.00
	Sound Off Signal products quoted per NASPO/SW141 agreement				

Thank you for your business.

Total $11,533.00

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Supplemental Appropriations for Capital Improvement Fund

Date: July 12, 2021

BACKGROUND

The FY22 Capital Improvement Fund budget includes the purchase of an excavator. The intent during the budget process was that an existing excavator would be traded in at a value of $20,000. Since that time, it has been determined that it is best to keep the existing equipment rather than trade it in. Thus, the revenue budget needs to be amended to deappropriate $20,000 from Sale of Assets (account 12-04.03.63) and increase the use of Fund Balance by $20,000.

In addition, the total cost of the 2021 Street Improvement bids was well over the $300,000 budget. Staff recommends an additional $200,000 be appropriated to cover the project:

- Increase Account 12-5411-015, Infrastructure, by $200,000;
- Increase the use of Fund Balance by $200,000.

STAFF RECOMMENDATION
Staff recommends approval of supplemental appropriations per Resolution 2021-22.

Attachments:
Resolution 2021-22

CITY OF COWETA, OKLAHOMA
RESOLUTION 2021-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2022.

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2021-2022; and

WHEREAS, the City of Coweta, Oklahoma is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget.

NOW THERFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL that the following supplemental appropriations be made in the Capital Improvements Fund:

Account Number	Description	Amount	Reason for Expenditure	Funding Source	Revenue Amount	Revenue Account
			Value of trade-in that was budgeted to sell, but decided to keep	Sale of Assets Fund Balance	$ -20,000 20,000	12-04.03.63 N/A
12-5411.015	Infrastructure	200,000	Street Projects	Fund Balance	200,000	N/A
Total General Fund		**$200,000**			**$200,000**	

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 12th Day of July 2021.

Evette Young, Mayor

Attest:

Approved as to form:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney

CITY OF Coweta
POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Resolution Pledging Sales Tax Revenues

Date: July 12, 2021

BACKGROUND

In connection with the Series 2016 A Refunding Bonds issued by the Coweta Public Works Authority ("the Authority") as of November 1, 2016, the City and the Authority entered into a certain Sales Tax Agreement whereby the City pledged its sales tax revenues to support the debt service requirements of the Coweta Public Works Authority.

Based on Oklahoma law regarding the encumbrance of annual revenues, the Coweta City Council must annually renew this agreement by resolution.

STAFF RECOMMENDATION
Staff recommends approval of Resolution 2021-21.

ATTACHEMENTS
Resolution 2021-21

RESOLUTION 2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA WHEREBY THE CITY OF COWETA, OKLAHOMA, AGREES TO MAKE PAYMENTS TO THE COWETA PUBLIC WORKS AUTHORITY IN AMOUNTS SUFFICIENT TO PAY PRINCIPAL AND INTEREST ON THE AUTHORITY'S 2016 UTILITY SYSTEM REVENUE BONDS.

WHEREAS, the City Council of Coweta, Oklahoma, (hereinafter called the "City"), and the Coweta Public Works Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Sales Tax Agreement (hereinafter called the "Agreement"), whereby the City agrees to make payments to the Authority in the amounts sufficient to pay when due principal and interest on the Authority's Utility Revenue Bonds, $23,980,000 Tax Exempt Refunding Series 2016A, and other obligations of the Authority therein described as therein provided; and;

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the City of Coweta, Oklahoma, ending June 30, 2022; and;

WHEREAS, all things required to have been done to make the Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW THERFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA:

SECTION 1. The Agreement between the City and the Authority, whereas the City agrees to make payments to the Authority in the amounts sufficient to pay principal and interest on the Authority's Utility System Revenue Bonds, is hereby ratified and affirmed by the governing body of Coweta, Oklahoma, for the fiscal year ending June 30, 2022.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 12th Day of July 2021.

_____
Evette Young, Mayor

Attest:

_____
Julie Casteen, City Clerk

Approved as to form:

_____
Ronald D. Cates, City Attorney

CITY OF Coweta
POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Construction Contract
Date: 7/12/21

BACKGROUND

The drainage facility running south from 111th Street S along the 273rd E Avenue alignment has become silted in and needs to be cleared to allow the stormwater from north of 111th Street to drain properly. The drainage that previously existed across the property to the west of the 273rd E Avenue alignment has been allowed to silt in also, preventing stormwater from the north from reaching the detention ponds along 116th Street S and backing up water along 111th Street.

Staff solicited quotes from two local qualified contractors and Heartland Excavating provided the best quote at $15,000.

STAFF RECOMMENDATION

Staff recommends approval of the Construction Contract with Heartland Excavating.

ATTACHMENTS

Construction Contract
Construction Documents

CONTRACT

THIS **CONTRACT** ("Contract") is made and entered into this _____ day of _____, 2021, by and between the **City of Coweta, Oklahoma**, an Oklahoma municipal corporation, with its principal office being 310 S. Broadway, Coweta, Oklahoma 74429hereinafter referred to as "**City**" and **Heartland Excavating, Inc**., an Oklahoma corporation, with its principal office being 8811 W. Southfork Rd., Sapulpa, Oklahoma, 74006, hereinafter referred to as "**Contractor**."

WITNESSETH:

WHEREAS City has caused to be prepared certain plans and specifications for the provision of all labor and the furnishing of all materials necessary for a certain public improvement project, hereinafter referred to as "Project", consisting of the clearing of a drainage facility South of 111th in the right of way for 273rd Street South, Coweta, Wagoner County, Oklahoma. The objective of the Project is to re-establish a portion of the drainageway that previously ran across the property immediately to the west of the right of way for 273rd Street S. This will be hereinafter referred to as "Project". The aforesaid plans and specifications are attached hereto.

WHEREAS, Contractor, in response to a request for proposals, has submitted to City a proposal for the provision of all labor and the furnishing of all materials necessary for the Project. The aforesaid proposal is on file in the Office of the City Clerk of the City.

WHEREAS, City has considered the proposals submitted for the Project. The City has determined the Contractor to be a responsible contractor capable of performing the work necessary to accomplish the objective sought by City to be achieved by the Project. Based on such determination, the City is by these presents contracting with the Contractor for provision of the equipment, labor, materials, tools and containment materials necessary for the Project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract hereby agree, as follows:

1) The Contractor shall at its own cost and expense furnish all equipment, labor, materials, tools and containment materials required to perform and complete all work on the Project in a workmanlike manner but at no time shall such labor performance and material provision be less than in strict accordance with this Contract as well as all related documents, which are on file in the Office of the City Clerk of City. The Contractor's submitted proposal as well as all related project documents which are on file in the Office of the City Clerk of the City, are by this reference made a part of this Contract, incorporation thereof being made herein as if the Contractor's submitted proposal and related contract documents referred to were fully set forth hereinafter.

2) The total contract price is Fifteen Thousand and no/100's Dollars ($15,000.00). Said sum shall be payable to Contractor in the following manner, to-wit:

_____

_____;

provided, should such payment be determined to be in conflict with the Public Finance, provisions pertaining to municipal contracts, 62 O.S. §310.2, Municipal Finances, 11 O.S. § 17-102 of State law and any applicable Ordinances of the City of Coweta, Oklahoma pertaining to same, the more stringent provisions shall apply.

3) The City will engage a duly licensed land surveyor to do the construction staking.

4) The Contractor will have the Project staked by all Utility Companies serving the area of the work prior to commencement of the work.

5) Contractor will remove the fencing belonging to the adjacent property owner or gain access by mutual agreement with the adjacent property owner for access through a gate on the adjacent property.

6) In performance of the work on the Project, the Contractor shall remove all excavated soils to a pre-approved designated place.

6) Upon request therefor, the Contractor shall provide to the City proof of Contractor's, or any subcontractor's, compliance with all federal, state and local laws applicable to performance of labor and provision of materials on the Project including, but not limited to, workers compensation coverages.

7) Prior to the effectiveness of this Contract and the Contractor's initiation of work hereon, the Contractor shall provide to CITY proof of liability insurance, in the amount of Five Hundred Thousand and no/100s Dollars ($500,000.00) or an amount required by State law or applicable City of Coweta, Oklahoma ordinance, whichever the greater. The insurance shall be issued by a company licensed and authorized to do business as a liability insurer in the State of Oklahoma. The liability insurance so obtained and to be provided shall name the City as an Additional Loss Payee. The City Clerk of the City shall have an original of said insurance Declaration Sheet in the City Clerk's possession before or at the time of execution of this Contract.

8) The sworn statement set forth below must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2021.

CITY OF COWETA, OKLAHOMA,
A Municipal Corporation

By:

_____
Roger Kolman, City Manager

Attest: _____
Julie Casteen, City Clerk

HEARTLAND EXCAVATING, INC.
an Oklahoma corporation

By:

_____

Name:_____
Print

Corporate Position: _____

ATTEST:

Corporate Secretary:

_____
Sign:

_____
Print:
(SEAL)

AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF WAGONER)

The undersigned, a duly authorized agent and representative of Heartland Excavating, Inc., Contractor, of lawful age, being first duly sworn, on oath says that this Contract is true and correct. Affiant further states that the work, services and materials to be performed and provided on the Project referred to above will be completed or supplied in accordance with the plans, specifications, orders or requests furnished the Contractor. Affiant further states that Affiant has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order. The Affiant further states that no other representative of the Contractor has made payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

AFFIANT

_____
Sign Name

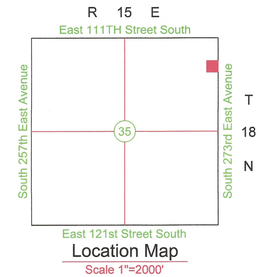
_____
Print Name

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021.

_____
Notary Public

Commission Expires: _____

Commission Number: _____



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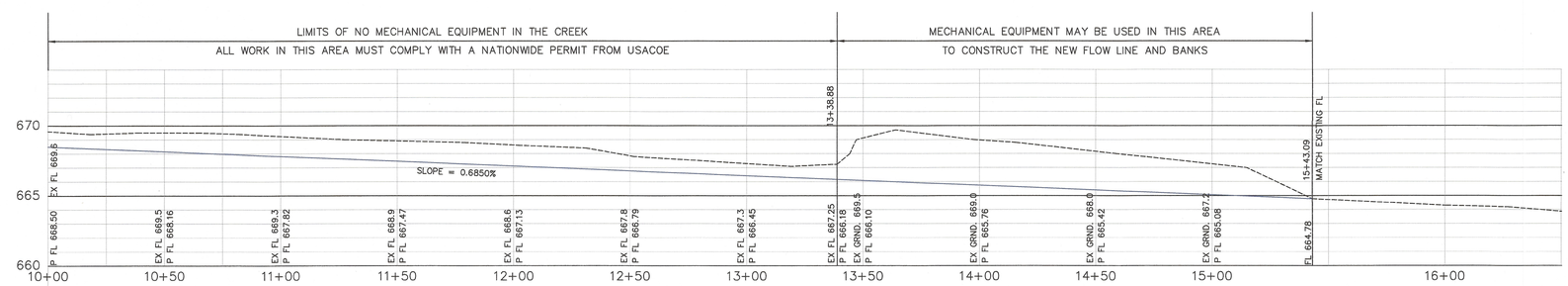

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STATION	NORTHING	EASTING
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11+00.00	373172.7708	2,656,909.9175
11+50.00	373,122.8400	2,656,907.3657
12+00.00	373,075.9133	2,656,904.7474
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13+00.00	372,973.1037	2,656,908.1385
13+38.88	372,934.5912	2,656,912.7273
13+50.00	372,924.9741	2,656,907.1447
14+00.00	372,881.7319	2,656,882.0427
14+50.00	372,838.4896	2,656,856.9408
15+00.00	372,795.2423	2,656,831.8389
15+43.09	372,757.9213	2,656,810.1713

REGISTERED PROFESSIONAL ENGINEER
WM. H. COHRS III
19024
OKLAHOMA
8/16/20

BEFORE YOU DIG
1-800-522-6543
CALL OKIE

Utility Statement

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.

111TH STREET S. & 273RD E. AVE. DRAINAGE

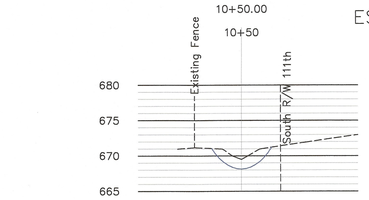
Wagoner County, Oklahoma

REVISIONS	BY	DATE

FILE:	SURVEY BY:	SURVEY DATE:
ORDER:	DRAWN BY:	SCALE: 1"=30'
ORIG. DOC. DATE:	CHECKED BY:	SHEET 1 OF 2

ESTIMATED VOLUME

10+50.00



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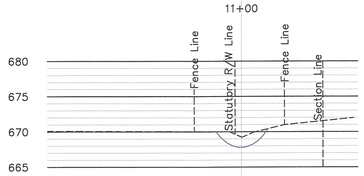

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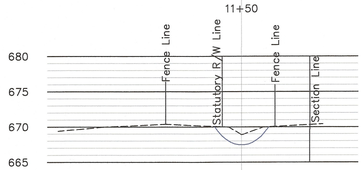

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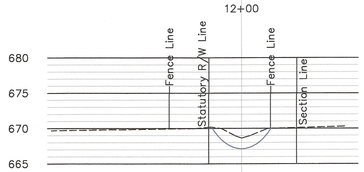

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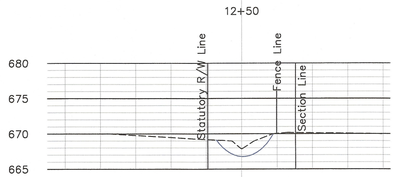

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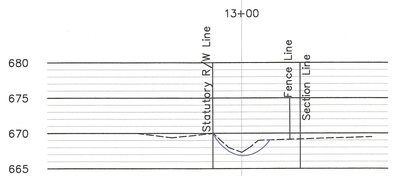

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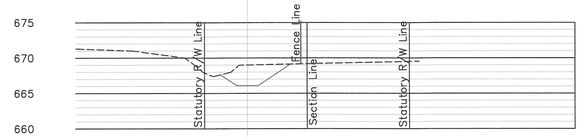

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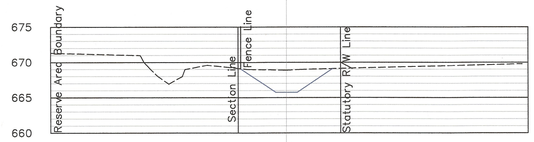

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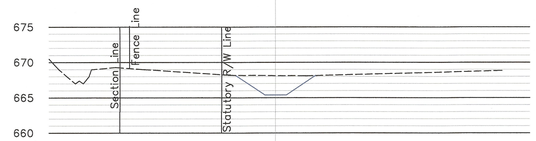

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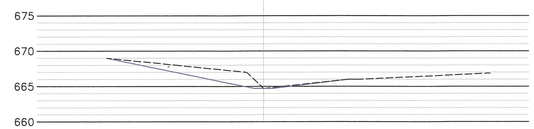

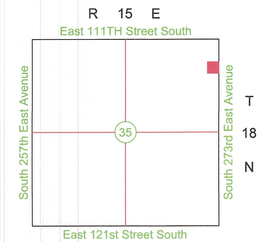

Location Map

Scale 1"=2000'

Scale: 1"=20' HORIZ

0 10 20 40

REGISTERED PROFESSIONAL ENGINEER
WM. H. COHRS, III
19024
OKLAHOMA
4/16/20

BEFORE YOU DIG ...

1-800-522-6543
CALL OKIE

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Cross Sections along a Drainage Ditch

111TH STREET S. & 273RD E. AVE. DRAINAGE

Wagoner County, Oklahoma

REVISIONS	BY	DATE

FILE:	SURVEY BY:	SURVEY DATE:
ORDER:	DRAWN BY:	SCALE: 1"=30'
ORIG. DOC. DATE:	CHECKED BY:	SHEET 3 OF 3

CITY OF Coweta
POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman,
Re: Administrative Services Contract
Date: 7/12/21

BACKGROUND

The Eastern Oklahoma Development District (EODD), one of the regional councils of government that Coweta is a member of, will be administering our Economic Development Authority (EDA) grant. The costs of administering the grant will be split 80/20 between EDA and the City of Coweta.

STAFF RECOMMENDATION

Staff recommends approval of the Agreement for Administrative Services related to an EDA grant.

ATTACHMENTS

Agreement for Administrative Services

CONTRACT FOR ADMINISTRATIVE SERVICES
ECONOMIC DEVELOPMENT AUTHORITY GRANT

This agreement between Eastern Oklahoma Development District (EODD), hereafter referred to as Contractor, and the City of Coweta, hereafter referred to as City, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the 9th day of February, 2021 and shall be in effect through the 8th day of February 2023. The contract period may be extended by mutual agreement of both parties.

Contractor understands that this contract is entered in to provide the *City* administrative services constituting:

> Administrative services required in implementing and carrying out the Wastewater System Improvements in the City of Coweta, if said project receives funding by the Oklahoma Department of Commerce. Required Services are specified in Attachment "A".

Services as specified in Attachment "A", are subject to the following conditions:

1. The project specified is funded by the US EDA and for the amount of funding requested.

2. The *City* shall have the option to accept the services of the Contractor beginning with the start date of the Grant Award or at a later date specified. Notification of acceptance of said services shall be in writing to the Contractor. The *City* agrees to pay the Contractor as compensation for administrative consulting services the total sum not to exceed $35,000.00. The Contractor will be reimbursed, on an as requested basis from the *City* by written invoice.

3. Contractor shall not begin to provide any services as specified until written notification from the *City* is received.

4. The *City* shall have the option to not accept the services of the contractor to be provided under Part II for any of the following reasons:

,

   a. The project specified in Part I is funded by the US EDA at a lower amount than the amount requested.

   b. The *City* determines such services may be provided by *City* staff at a lower cost.

   c. The *City* is dissatisfied with the services of the Contractor.

GENERAL TERMS AND CONDITIONS

SUBCONTRACT NOTIFICATION PROVISION

None of the work and services covered by this contract may be sub-contracted without written consent of the *City.* In no event will any sub-contract incur any obligation on the part of the *City*.

MODIFICATION

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the US EDA.

INTERPRETATION, REMEDIES

a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of the *City* shall prevail.

b. In the event of any disagreement between the Contractor and the *City* relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the *City* shall prevail.

c. Neither forbearance nor payment by the *City* shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by state law, save harmless the US EDA, its agents, officers, and employees and the *City*, its agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor shall, within limitations placed on such entities by state law, save harmless the US EDA, its agents, officers and employees and the *City*, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In

any agreement with any subcontractor or any agent for contractor, Contractor will specify that such subcontractors or agents shall hold harmless the US EDA, its agents, officers, and employees, and the *City,* its agents, officers, and employees for all the hereinbefore described expenses, claims, actions, or amounts recovered.

PERSONNEL

a. The Contractor represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the *City*.

b. The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax, and any other deductions required by law for its employees.

c. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the *City* shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least *30* days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Not withstanding the above, the Contractor shall not be relieved of liability to the *City* for damages sustained by the *City* by virtue of any breach of the contract by the Contractor, and the *City* may withhold any payments to the Contractor until such time as the exact amount of damages due the *City* from the Contractor is determined.

TERMINATION FOR CONVENIENCE

The *City* may terminate this contract at any time by giving at least *30* days notice in writing to the Contractor. If the contract is terminated by the *City* as provided herein, the Contractor will be paid for the time provided and all allowable expenses incurred up to the termination date.

CONFLICT OF INTEREST

No member of the governing body of the *City*, and no other officer, employee, or agent of the *City* who exercises any functions or responsibilities in connection with the planning

and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the Contractor shall take appropriate steps to assure compliance.

INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this agreement no person having such interest shall be employed.

REPORTS AND INFORMATION

The Contractor, at such times in such forms as the *City* may require, shall furnish the *City* such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Contractor shall furnish the *City* narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the *City* or federal and state grantor agencies.

COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Contractor shall save the *City* harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

RECORDS AND AUDITS

Contractor shall assist the *City* in retaining all books, documents, papers, records and other materials involving all activities and transaction related to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. Contractor shall, as often as deemed necessary by the *City*, permit authorized representatives of the US EDA, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

ANTI-KICKBACK REGULATIONS

The Contractor shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29CFR, Pat III.

Equal Employment Opportunity

The Contractor shall comply with the following equal opportunity requirements as part of the CDBG assurances;

a. Civil Rights Act of 1964, Title VI

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

Contractor shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower income residents of the unit of local government or metropolitan area (or non-metropolitan City) in which the project is located, and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan City) as the project.

d. Affirmative Action

Contractor shall take affirmative action steps to contract with small and minority owned firms and women business enterprises is a part of the requirements of 24CFR part 85.36 or 24CFR Part 570, Sub-part J. Affirmative Action steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.

2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by small minority and women business enterprises.

5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce, and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

6. If any subcontractors are to be let, requiring the prime contractor to take the affirmative action steps in 1 through 5 above.

AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

REHABILITATION ACT OF 1973, SECTION 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

Executed by:

City of Coweta

_____
Signature

Evette Young, Mayor

_____
Date

Executed by : Contractor:

Eastern Oklahoma Development District

_____
Signature

Ernie Moore, Executive Director

_____
Date

ATTEST:

_____
Signature

_____
Julie Casteen, City Clerk

SCOPE OF SERVICES

ATTACHMENT A

The Administrator shall, if the application is successful, and at the option of the *City.*

1. With the assistance of the community, help conduct Public Hearings.

   This includes, but is not limited to, such things as assisting in public hearing, preparing public notices, etc.

2. Prepare Environmental Review Record for all Activities.

   Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.

3. Assist in the preparation of all Release of Funds requirements for contract with the US EDA and Development. Coordinate with the community the Request for Payments to ensure consistency with the drawdown procedures established by US EDA program.

4. Assist the Community with preparation of an acceptable financial management system as it pertains to finances of the ES EDA program.

   An acceptable system includes, but is not limited to; cash receipts and disbursement journal, and general ledger, and should conform to generally accepted accounting principles.

5. Establish project files in *City* principle offices.

These must demonstrate compliance with all applicable State, Local and Federal regulations. The administrator must monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files.

6. (If applicable to the program) Assist *City* in complying with regulations governing land acquisition (real property, right of ways, donation of property, etc.)

7. (If applicable) Prepare engineering bid documents and monitor the bidding process consistent with applicable regulations.

8. Secure the Secretary of Labor's wage decision from the State and include it in bid specifications.

9. Assist with preparing construction contracts which comply with federal regulations and monitor contractor compliance with all applicable regulations.

10. Obtain contractor and subcontractor clearance from the Federal.

11. Check weekly payrolls to ensure compliance with applicable wage rates.

12. Conduct on-site interviews and compare the results with appropriate payrolls.

13. Make progress inspections and certify partial payment requests.

14. Make a final inspection and issue a final certificate of payment.

15. Assist the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.