



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, AUGUST 2, 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. CITY OF COWETA'S 911 SYSTEM REVIEW

APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE CALENDAR YEAR QUARTER ENDING JUNE 30, 2021 IN ACCORDANCE WITH 63 O.S. §2815 (F).

(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[FY21-Q4-911 REVIEW.PDF](#)

2. AGREEMENT WITH KI BOIS COMMUNITY ACTION
APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN A CONTRACT WITH KI BOIS COMMUNITY ACTION FOUNDATION IN THE AMOUNT OF \$50,000.00 FOR THE PROVISION OF TRANSPORTATION SERVICES WITHIN THE CITY OF COWETA, OKLAHOMA.

(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[21802 CONTRACT KI BOIS TRANSIT.PDF](#)

3. MINUTES OF THE REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JULY 12, 2021.

(JULIE CASTEEN, ASSISTANT CITY MANAGER/CITY CLERK)

Documents:

[210712 MINUTES OF THE CITY COUNCIL REGULAR MEETING.PDF](#)

VI. OLD BUSINESS

1. BRIDGE INSPECTION
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GUY ENGINEERING SERVICES, INC. REGARDING BRIDGES LOCATED ON 121ST STREET SOUTH AND SOUTH BRISTOW AVENUE IN COWETA.

(ROGER KOLMAN, CITY MANAGER)

Documents:

[210802 STAFF REPORT GUY ENGINEERING.PDF](#)

[210802 GUY ENGINEERING SERVICES AGREEMENT.PDF](#)

2. RESOLUTION NO. 2021-24
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION NO. 2021-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS PUBLIC PROPERTY A THIRTY-FOOT ROAD RIGHT-OF-WAY, LOCATED IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA.

(ROGER KOLMAN, CITY MANAGER)

Documents:

[210802 STAFF REPORT RESOLUTION 2021-24.PDF](#)
[210802 RESOLUTION 2021-24 ACCEPTING ROW.PDF](#)
[210802 RIGHT OF WAY DEED OF DEDICATION.PDF](#)
[210802 ROW EASEMENT DONATION.PDF](#)

3. FINAL PLAT - WAY MAKER ACRES

DISCUSS AND CONSIDER POSSIBLE ACTION, INCLUDING APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL OF A REQUEST FOR FINAL PLAT APPROVAL OF WAY MAKER ACRES, A SUBDIVISION OF APPROXIMATELY 8.00 ACRES, MORE OR LESS, WITH 1 LOT, LOCATED ON EAST 111TH STREET SOUTH AND EAST OF SOUTH 273RD EAST AVENUE IN SECTION 25, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA.

Documents:

[210802 STAFF REPORT WAY MAKER ACRES FINAL PLAT.PDF](#)
[212431 DRAFT FINAL PLAT-1.PDF](#)
[212431 DRAFT FINAL PLAT-2.PDF](#)

4. RESOLUTION 2021-23 REGARDING BUDGET AMENDMENTS FY 21-22

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-23, 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:

[210802 STAFF REPORT RESOLUTION 2021-23.PDF](#)
[210802 RESOLUTION 2021-23.PDF](#)

5. PURCHASE OF RESCUE BOAT AND TRAILER

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF AN ACHILLES SG140 SWIFT WATER RESCUE BOAT AND TRAILER FOR THE COWETA FIRE DEPARTMENT IN A TOTAL AMOUNT OF \$19,643.29.

(JERRY BURTNER, FIRE CHIEF)

Documents:

[210802 STAFF REPORT SWIFT WATER RESCUE BOAT.PDF](#)
[TRIAD MARINE RESCUE BOAT SPEC SHEET AND BID.PDF](#)

6. RADIO PURCHASE

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE PURCHASE OF SEVEN MOTOROLA APX 6000 RADIOS AND ASSOCIATED ACCESSORIES FROM MOTOROLA FOR THE COWETA FIRE DEPARTMENT IN A TOTAL AMOUNT OF \$34,258.82.

(JERRY BURTNER, FIRE CHIEF)

Documents:

[210802 STAFF REPORT FIRE RADIO PURCHASE.PDF](#)

7. REMOUNT OF TWO AMBULANCES

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE REMOUNTING OF TWO AMBULANCES USING WAGONER COUNTY RURAL FIRE TAX FUNDS.

(JERRY BURTNER, FIRE CHIEF)

Documents:

[210802 STAFF REPORT AMBULANCE REBOX.PDF](#)

8. WAGONER COUNTY JAIL CONTRACT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH WAGONER COUNTY REGARDING JAIL USAGE.

(MIKE BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT FOR WAGONER COUNTY JAIL CONTRACT 2021.PDF](#)
[210802 WAGONER COUNTY JAIL CONTRACT.PDF](#)
[WCSO AND COWETA JAIL AGREEMENT 2009 - 6-01-09 - INDEF.PDF](#)

VII. NEW BUSINESS

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

VIII. 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.

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR APRIL 1, 2021 THROUGH JUNE 30, 2021**

During the fourth quarter of the current fiscal year, the expenditures for the E911 Fund include:

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	\$ 8,103.98
Motorola Solutions	CallWorks Lease Payments	23,603.99
Oklahoma Dept of Public Safety	OLETS Licenses/Data	1,790.00
	Subtotal	\$33,497.97
	First Quarter Expenditures	29,655.23
	Second Quarter Expenditures	5,457.34
	Third Quarter Expenditures	9,850.96
	Total Year to Date Expenditures	\$ \$78,461.50

Approved in open meeting of the City Council of the City of Coweta on this 2nd day of August, 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH (918) 486-2189 • FAX (918) 486-5366

www.cityofcoweta-ok.gov

CONTRACT

THIS CONTRACT made and entered into this 2nd day of August, 2021, by and between the CITY OF COWETA, Wagoner County, State of Oklahoma, (hereinafter “City”) and KI BOIS COMMUNITY ACTION FOUNDATION, a Not For Profit corporation (hereinafter “KI BOIS”).

City hereby enters into this contract with KI BOIS pursuant to the following terms:

- I. The City finds that KI BOIS performs functions at a public purpose, specifically the providing of transportation services in and around the Coweta area;
- II. The City agrees to provide payment for services performed by KI BOIS and specifically payment for services in providing transportation in the Coweta area;
- III. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Coweta area for Fiscal Year 2021-2022, beginning July 1, 2021, and ending June 30, 2022. The ridership, level of service and service territory served and provided during FY21 thru FY22 will be the same as was as provided and served in FY20 thru FY21.
- IV. The City agrees to pay KI BOIS for its services the amount of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00), between December 1, 2021, and January 31, 2022, upon proper invoice provided by KI BOIS. Furthermore, the City will allow KI BOIS to use the City-owned property at 204 North Broadway at no charge for their operations center, as well as fund all City-owned utility services for the building. KI BOIS will be responsible for paying all other applicable utility services necessary for their operations. KI BOIS will provide Vehicular Public Liability insurance covering death, personal injury and property damage.
- V. KI BOIS will provide the City with regular utilization data, as requested, and other pertinent ridership information in order to keep the City informed as to the operational matters of the public transportation program.
- VI. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the City to KI BOIS for services provided and that this contract is limited to the term set forth above.

Approved in open meeting of the Coweta City Council on the 2nd day of August, 2021.

ATTEST:

CITY OF COWETA, OKLAHOMA

Julie Casteen, City Clerk

Evette Young, Mayor

APPROVED AS TO FORM:

KI BOIS COMMUNITY ACTION

Ronald D. Cates, City Attorney

R. Carroll Huggins, Executive Director

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, July 12, 2021 at 6:00 p.m. in the Coweta City Hall, 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 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 thanked everyone that played a part in the success of the Patriotic Festival. City Manager Roger Kolman recognized Marcy Kilgore and Morgan Smith and all employees from Public Works, Police and Fire.

V. CONSENT

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

1. 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.
2. Minutes of the Coweta City Council Regular Meeting held on June 7, 2021.
3. 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.
4. Approval of an Interlocal Agreement with Wagoner County pertaining to county road and bridge maintenance and repair.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

VI. Proclamations/Presentations

1. Presentation of Award of Verified Agency for the Coweta Police Department

Kevin McCollough, Vice-Chair of the Oklahoma Law Enforcement Accreditation Commission, and Tracey Roles, Chief of Police for the City of Bartlesville representing the Oklahoma Association of Police Chiefs, presented an award of Verified Agency for the Coweta Police Department. Coweta Police Chief Mike Bell, Deputy Chief Ron Peterson, and Sergeant Bobby Pickett accepted the award on behalf of the department.

VII. OLD BUSINESS

1. Public Hearing on Annexation – 321st E Avenue

Mayor Young opened the public hearing at 6:06 p.m.

Community Development Director Doug Moore presented a request from M&M Investments, LLC to annex a 70-acre tract of land located South of East 131st Street, west side of South 321st East Avenue, North of State Highway 51 into the City of Coweta. Several residents in the area spoke against the annexation citing potential drainage and erosion issues, as well as traffic concerns. Mr. Moore stated that the proposed use was consistent with the Comprehensive Plan.

Mayor Young closed the hearing at 6:49 p.m.

2. Public Hearing on Annexation – 297th E Avenue

Mayor Young opened the public hearing at 6:50 p.m.

Doug Moore presented a request from Santiago Aguilar to annex a 13.36-acre piece of property abutting South 297th East Avenue into the City of Coweta. Mr. Moore stated that the request was consistent with the Comprehensive Plan.

There were no public comments. Mayor Young closed the hearing at 6:52 p.m.

3. Ordinance 845 Annexation – 321st E Avenue

Doug Moore stated that the present item called only for annexation, and that any rezoning would be addressed in a future public hearing. The applicant, Jim Beach, stated that rezoning would come after the annexation was approved, which would determine how many lots would be built on, and that all drainage requirements related to the property development would be met. Mr. Beach stated that the development of the property would benefit the City by increasing the sales tax base and would benefit the school district through additional property taxes.

This item died for lack of a motion.

4. Declaration of an Emergency Ordinance 845

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

Item became moot and was removed from the Agenda because it was linked to Item 3.

5. Ordinance 846 Annexation – 297th E Avenue

Doug Moore asked if there were any further questions on the annexation application. There were none.

Motion by Harold Chance, second by Naomi Hogue to approve Ordinance 846, an Ordinance of the City of Coweta, Oklahoma, accepting 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 describe 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.

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

6. Declaration of an Emergency Ordinance 846

Discussion was held regarding possible action declaring an emergency for Ordinance No. 846, making it effective immediately upon publication.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 846, making it effective immediately upon passage and approval.

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

7. CZ 21-05 SUP City of Coweta M.E.T. Recycling Center

Doug Moore discussed the request for a Specific Use Permit to operate a recycling center within the city limits. The Planning Commission recommended approval, with the condition that asphalt be added where the containers would be placed, and that fencing be installed along the side of the property facing the neighborhood, but still allow for after-hours drop-offs.

Motion by Randy Woodward, second by Harold Chance to approve SUP CZ 21-05 for the M.E.T. Recycling Center on property located at 14762 South 298th East Avenue in Section

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

18, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, Oklahoma.

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

8. Award of Bid

Wes Richter, Public Works Director, presented the results of the bids for the 2021 Street Improvements projects. The low bidder, H&G Paving, was declared non-responsive and removed from consideration of the award of the contract. Staff recommended that the projects be awarded based on pricing to A&A Asphalt, Inc. in the amount of \$238,090 and Dunham's Asphalt Services, Inc. in the amount of \$249,338.25. Projects will be completed with 90 days of the issuance of the Notice to Proceed.

Motion by Harold Chance, second by Randy Woodward, to award the 2021 Street Improvements projects to A&A Asphalt, Inc. in the amount of \$238,090 and Dunham's Asphalt Services, Inc. in the amount of \$249,338.25, and authorize the City Manager to execute all necessary documents related thereto.

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

9. Equipment Purchase - Excavator

Wes Richter presented a request to purchase a new excavator for the Streets Department.

Motion by Harold Chance, second by Randy Woodward to approve the purchase of a 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).

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

10. Purchase of Equipment – Tractor

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

Wes Richter presented a request to purchase a new tractor for the Streets Department.

Motion by Harold Chance, second by Randy Woodward to approve the purchase of a 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).

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

11. Purchase of Police Vehicles

Police Chief Mike Bell discussed the purchase of four 2021 Police vehicles and related equipment.

Motion by Harold Chance, second by Randy Woodward to approve the purchase of a four (4) 2021 Ford AWD Police Pursuit SUV's from Bill Knight Ford, utilizing the 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.

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

12. Resolution 2021-22 Regarding Budget Amendments FY21-22

Assistant City Manager Julie Casteen presented information of budget amendments related to the increased amount awarded for the 2021 Street Improvements projects, as well as the purchase of an excavator.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2021-22, a resolution 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.

Aye: Harold Chance

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

Randy Woodward
Evette Young
Naomi Hogue
Logan Brown

13. Resolution 2021-21 Renewal of Sales Tax Agreement

Julie Casteen described the need to renew the sales tax agreement with the Coweta Public Works Authority.

Motion by Evette Young, second by Harold Chance to adopt Resolution 2021-21, a resolution 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.

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

14. Award of Contract

Roger Kolman discussed the repairs needed to a storm water drainage facility south of 111th Street South.

Motion by Harold Chance, second by Randy Woodward to award a construction contract to Heartland Excavating, Inc. in the amount of Fifteen Thousand Dollars (\$15,000.00) related to a storm water drainage facility south of 111th Street South.

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

15. Administration Agreement

Roger Kolman discussed a contract with the Eastern Oklahoma Development District to administer the Economic Development grant related to the sewer system expansion for the future ICTC campus.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 12, 2021 6:00 P.M.**

Motion by Evette Young, second by Harold Chance to approve an agreement with Eastern Oklahoma Development District to administer a certain grant from the US Economic Development Authority.

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

VIII. NEW BUSINESS

There was no new business.

IX. ADJOURNMENT

Mayor Young adjourned the meeting at 7:19 p.m.

Evette Young, Mayor

Julie Casteen, City Clerk



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: Bridge Inspection Services
Date: 8/2/21

BACKGROUND

In the last several weeks, two bridges in Coweta have been severely damaged, one by vehicular accident and one by stormwaters. The bridge on 121st Street South, east of Highway 51, was damaged by an automobile accident, causing the guardrail on the southside of the bridge to fail. The bridge needs to be inspected for other unseen damages, as well as assessed for maximum weight capacity.

The second damaged bridge, on South Bristow Avenue, south of Walnut, was damaged by the massive rain event in Coweta. That facility needs to be inspected for damages, and proper sizing for the water flowing down the creek.

GUY Engineering Services, Inc. currently provides bridge inspection services for Coweta and dozens of other local governments across Oklahoma and several other states. The bridges on 121st Street South and South Bristow Avenue are NOT on the state inspection list and as a result have not previously been inspected by our consultant. The services requested will allow the City to proceed with the procurement of a firm to make the repairs those bridges and begin planning for the replacement of those bridges if they are currently undersized for the water that flows under them during storms.

STAFF RECOMMENDATION

Staff recommends approval Services Agreement with GUY Engineering Services, Inc.

ATTACHMENTS

Services Agreement

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “*Services Agreement*” or “*Agreement*”) is entered into effective as of the ____ day of _____, 20____ (the “*Effective Date*”) by and between GUY ENGINEERING SERVICES, INC., an Oklahoma corporation (“*Consultant*”) and CITY OF Coweta (“*Client*”).

WITNESSETH:

WHEREAS, Client requires the services of qualified personnel to develop and perform Services, as hereinafter defined;

WHEREAS, Consultant has experience in the business of furnishing professional services for a variety of projects;

WHEREAS, Client and Consultant desire to enter into an agreement for Consultant to perform certain services pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

SECTION 1 SERVICES TO BE PERFORMED

1.1 The Services. The services to be performed by Consultant under this Agreement (the “*Services*”) are outlined in Exhibit B. Any proposed changes to the Services must be approved in writing by Consultant and Client before taking effect.

1.2 The Project and the Site. The Services are related to performing a hydraulic analysis and sizing of two structures. The first structure is located on East 121st Street South just east of Hwy 51 (35°59’18” N, 95°40’09” W), and the second structure is located on South Bristow Avenue south of Walnut Street (35°56’45” N, 95°39’07” W) (the “*Site*”).

SECTION 2 SCHEDULE FOR SERVICES

Consultant shall use commercially reasonable efforts to perform the Services in accordance with the following schedule (the “*Schedule*”):

Approximate timeframes:

Task Name	Milestone
Completed Reports and Deliverables	30 calendar days from NTP

SECTION 3 COMPENSATION FOR SERVICES

3.1 Fee. Client shall pay Consultant, and Consultant agrees to receive as payment for the Services, a fee as describe below, and (the “*Compensation*”) payable within 30 days of receipt of invoice.

Bridge Hydraulics & Sizing	\$17,500.00	Lump Sum
----------------------------	-------------	----------

Any proposed change in the Compensation must be approved in writing by Client and Consultant before taking effect.

SECTION 4 CONTRACT DOCUMENTS

4.1 Contract Documents. Consultant and Client agree that the contract documents (the “**Contract Documents**”) for the Project shall consist of, and the parties shall be bound by:

- (a) This Agreement and all attachments and exhibits hereto, including, without limitation, the General Terms and Conditions set forth on **Exhibit A** hereto and all attachments and exhibits thereto (the “**General Terms and Conditions**”); and
- (b) All drawings, specifications and all other technical and special terms and conditions and all other documents listed, or referred to, in the foregoing documents, if any (the “**Technical Documents**”).

4.2 Definitions; Interpretation. All terms capitalized but not otherwise defined herein shall have the meanings set forth herein and in the General Terms and Conditions. The Contract Documents shall be interpreted together and in harmony with one another. In the event of any inconsistency or conflict between the Contract Documents, such conflict or inconsistency shall be resolved by reference to the Contract Documents in the following order of priority: *first*, the terms of the Agreement (including the General Terms and Conditions attached thereto as **Exhibit A**); and *second*, the Technical Documents.

SECTION 5 STANDARDS

5.1 Standard of Care; Warranties. Consultant warrants that the Services performed under this Agreement will (a) conform in all material respects to the requirements and specifications set forth in the Contract Documents, and (b) be performed in accordance with applicable Laws and Good Industry Standards. For purposes hereof, “**Good Industry Standards**” means generally accepted practices and standards of care and diligence normally practiced or approved by persons engaged in performing work similar to the Services. Consultant further agrees that if Client notifies Consultant in writing at any time up to the expiration of 12 months after the date of Consultant’s completion of the Services that such Services do not conform in material respects to the foregoing warranties and standards of care, and specifies the nature of the nonconformance, and if the Services do not, in fact, so conform, Consultant will diligently re-perform, at its sole expense, the Services to the extent necessary to make them conform. **Notwithstanding the foregoing, Consultant does not warrant or guarantee that any design, engineering, specifications, equipment and/or materials supplied by entities other than Consultant or its subcontractors will produce any intended result or achieve any intended purpose. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FINANCABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. THE REPERFORMANCE OBLIGATIONS STATED IN THIS SECTION SHALL BE CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR ALL LIABILITY OF CONSULTANT ARISING FROM OR RELATED TO NON-CONFORMING OR DEFECTIVE WORK.**

5.2 Compliance with Laws. Consultant agrees that the Services, and its performance thereof, shall conform with all applicable Laws.

SECTION 6 PERSONNEL

Consultant agrees that it shall provide and assign experienced personnel, as applicable, in sufficient numbers to support and adequately staff and perform the Services and fulfill Consultant’s obligations under the Contract Documents. Consultant shall promptly designate in writing to Client an individual to act as a representative authorized to act on behalf of Consultant with respect to the Project (the “**Consultant’s Representative**”). Consultant may change its Consultant’s Representative at any time upon giving written notice of such change to Client.

SECTION 7 INSURANCE

7.1 Required Insurance Coverages. During the performance of the Services under this Agreement, the Consultant shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

- General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
- Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.
- Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the Project by the Client.

7.2 Additional Insurance Provisions. All insurance maintained by Consultant or any subcontractor in accordance with the terms hereof shall comply with the following:

- Deductible levels for all required insurance will be commercially reasonable. Consultant shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder's risk policies carried by Consultant or Client) and all self-insured retention amounts retained by Consultant.
- To the extent of Consultant's indemnification obligations pursuant to Article 7 of **Exhibit A** to the Agreement, all required insurance policies shall be endorsed to provide that they are primary without right of contribution from Client or any insurance otherwise maintained by Client, and not in excess of any insurance issued to Client.
- The policies required by the Contract Documents (except worker's compensation and professional liability insurance policies) shall list the following as additional insureds to the extent of Consultant's indemnification obligations pursuant to Article 7 of **Exhibit A** to the Agreement:
 - (a) Client and "all Client affiliated companies"; and
 - (b) All Indemnitees as defined in **Exhibit A** to the Agreement.
- Except where prohibited by Law and only to the extent of Consultant's indemnification obligations pursuant to Article 7 of **Exhibit A** to the Agreement, Consultant waives all rights of subrogation, and Consultant shall cause each insurer, to waive their rights of subrogation as to Client and its respective contractors, consultants, agents and employees.
- Without limiting the foregoing, Consultant's insurance obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

- Unless otherwise agreed in writing by the parties hereto, should any of the work under the Contract Documents be subcontracted, Consultant shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Consultant may insure subcontractors under its own policies.
- Upon Client's request, Consultant shall provide certificates of insurance certifying that all coverages and terms required herein have been obtained. Said certificates shall further provide that said insurance will not be cancelled by the insurer without the insurer first giving the Client 30 days' written notice of cancellation.
- Consultant shall provide Client at least 30 days' prior written notice of any cancellation of, non-renewal, or material change as may adversely affect any insurance policy or coverage in force.
- All coverages shall be issued by insurance companies selected by Consultant and authorized to do business in the state in which the Services are to be performed, of recognized good standing and hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of financial stability that is otherwise approved by Client.

SECTION 8 NOTICES

All notices, Claims, demands, and other communications of similar import to be given by any party to this Agreement or to any other party hereto shall be in writing, and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed as follows:

To Client at:

City of Coweta
Attn: Roger Kolman
310 S. Broadway
Post Office Box 850
Coweta, OK 74429
Phone: (918) 486-2189
E-mail: rkolman@cityofcoweta-ok.gov

To Consultant at:

Guy Engineering Services, Inc.
Attn: Rebecca Alvarez
6910 East 14th Street
Tulsa, Oklahoma 74112
Phone: (918) 437-0282
E-mail: rebecca@guyengr.com

The above addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.

SECTION 9 CONFLICTS OF INTEREST

Neither party will pay any commission, fee or rebate to an employee of the other party, or favor an employee of the other party with any gift or entertainment of significant value in connection with the Contract Documents.

SECTION 10
REPRESENTATIONS AND WARRANTIES

10.1 Consultant Representations and Warranties. Consultant represents and warrants to Client that:

(a) Consultant has the full right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;

(b) Consultant's execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other entity action; and

(c) Consultant entering into this Agreement with Client and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject.

10.2 Client Representations and Warranties. Client hereby represents and warrants to Consultant that:

(a) Client has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) Client's execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other entity action; and

(c) Client entering into this Agreement with Consultant and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Client is subject.

WHEREFORE the parties have entered into this Services Agreement as of the Effective Date.

CLIENT:

CITY OF COWETA

By: _____

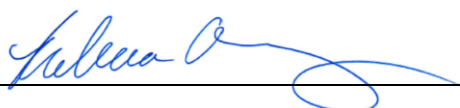
Title: _____

Name: _____
(Print)

Date: _____

CONSULTANT:

GUY ENGINEERING SERVICES, INC.

By:  _____

Title: _____ President

Name: _____ Rebecca Alvarez
(Print)

Date: _____ July 26, 2021

**EXHIBIT A
TO
SERVICES AGREEMENT**

General Terms and Conditions

1. DEFINITIONS AND CONSULTANT SERVICES.

1.1 Definitions. The capitalized terms set forth below shall have the following meanings in this **Exhibit A** and in the Services Agreement to which this **Exhibit A** is attached:

“Affiliate” means, with respect to a party, any entity that is a direct or indirect parent or subsidiary of such party or that directly or indirectly (i) owns or controls such party, (ii) is owned or controlled by such party, or (iii) is under common ownership or control with such party. For purposes of this definition, “control” shall mean the power to direct the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Control of fifty percent (50%) or more of the voting securities of a corporation, either directly or indirectly, shall constitute control of such corporation, but the foregoing shall not preclude a finding that a party may control another corporation through ownership of less than fifty percent (50%) of such voting securities.

“Agreement” or **“Services Agreement”** means that certain Services Agreement between Client and Consultant to which these General Terms and Conditions are attached and of which they are a part.

“Claims” means any and all claims, demands, suits, causes of action, legal or administrative proceedings, liabilities, losses, costs or expenses (including, without limitation, court costs, experts’ fees and attorneys’ fees).

“Client” means the entity identified as Client in the preamble to the Agreement.

“Client’s Representative” means the person designated by Client and authorized to act on behalf of Client with respect to the Services, subject to the limitations in Section 2.2 of these General Terms and Conditions, and with whom Consultant may consult at all reasonable times during Consultant’s performance of the Services.

“Compensation” has the meaning set forth in Section 3 (“Compensation for Services”) of the Agreement.

“Confidential Information” has the meaning set forth in Section 15 of these General Terms and Conditions.

“Consultant” means the entity identified as Consultant in the preamble to the Agreement.

“Consultant’s Representative” has the meaning set forth in Section 6 (“Personnel”) of the Agreement.

“Contract Documents” has the meaning set forth in Section 4 (“Contract Documents”) of the Agreement.

“Deliverables” has the meaning set forth in Section 13 of these General Terms and Conditions.

“Effective Date” has the meaning set forth in the preamble to the Agreement.

“Force Majeure” means any of the following causes to the extent such cause was neither foreseen nor reasonably foreseeable and is beyond the reasonable control of the party affected thereby: acts of war or the public enemy, whether war be declared or not, including terrorism; public disorder, epidemics, insurrection, rebellion, sabotage, riots or violent demonstrations; earthquakes, hurricanes, tornadoes, hail storms, torrents, floods, unusually severe weather or other natural calamities, disasters or acts of God; fire or explosion; strikes, lockouts or other industrial action by workers or employees of Client or of third parties not under the contractual control and supervision of Consultant; acts of the government of the United States, the individual states, county or local governments and regulatory agencies, or acts of any foreign country.

“General Terms and Conditions” means the terms and conditions of this **Exhibit A** to the Agreement.

“Governmental Authorizations” means all permits, consents, decisions, qualifications, licenses, privileges, approvals, certificates, certifications, confirmations or exemptions from, and all filings with, and notice to, any Governmental Authority.

“Governmental Authority” means any federal, state, county, municipal or foreign government in any jurisdiction having authority over Client, Consultant, the Services, the Project, or the Project site, or any ministry, department, court, commission, board, agency, institution, or similar entity under the direct control thereof.

“Indemnatee” or **“Indemnitees”** means, with respect to an indemnified party under Section 7.1 of these General Terms and Conditions, any Affiliate of such indemnified party, including without limitation, the directors, officers, managers, members, limited or general partners, shareholders or employees of such indemnified party.

“Law” in the singular, and **“Laws”** in the plural, means any of the following to the extent applicable to the Contract Documents or the Services: (a) any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement, or other governmental restriction or any binding interpretation or administration of any of the foregoing by any Government Authority whether now or hereafter in effect, or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Government Authorization or applications therefor, whether now or hereafter in effect.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Project” means the project defined and identified in Section 1 (“Services to be Performed”) of the Agreement.

“Reimbursable Expenditures” has the meaning set forth in Section 3 (“Compensation for Services”) of the Agreement.

“Schedule” has the meaning set forth in Section 2 (“Schedule for Services”) of the Agreement.

“Services” has the meaning set forth in Section 1 (“Services to be Performed”) of the Agreement.

“Site” has the meaning set forth in Section 1 (“Services to be Performed”) of the Agreement.

“Technical Documents” has the meaning set forth in Section 4 (“Contract Documents”) of the Agreement.

1.2 Terminology; Interpretations.

(a) Unless the context otherwise expressly requires, the word “law,” whether capitalized or not, has the meaning set forth in Section 1.1 above, the words “consultant,” “contractor” and “subcontractor”

mean any consultant, contractor, subcontractor, supplier, vendor or other person of any tier, as applicable, providing or performing any portion of the Services by, through or under Consultant; the words “herein,” “hereto,” “hereunder,” and other words of similar import refer to the Contract Documents as a whole and not to a particular article or portion thereof; and the word “including” means “including, but not limited to”; the defined phrase “Client” includes any authorized representative of Client; and words which have well-known technical or industry meanings are used in the Contract Documents in accordance with such recognized meanings. References herein to “days” are calendar days unless otherwise stated.

(b) Whenever the context may require, any pronoun used shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. Client and Consultant have participated jointly in the negotiation and drafting of the Contract Documents. In the event an ambiguity or question of intent or interpretation arises, the Contract Documents shall be construed as if drafted jointly by Client and Consultant and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Contract Documents.

2. THE CLIENT’S RESPONSIBILITIES.

With respect to any Services under this Agreement:

2.1 Client shall furnish, without expense to Consultant and on a timely basis, the data and information reasonably required by Consultant to provide the Services. In performing the Services, Consultant shall be entitled to rely upon the sufficiency, accuracy, and completeness of such data and information furnished by or on behalf of Client and Consultant assumes no responsibility as to the sufficiency, accuracy, and completeness of such data and information.

2.2 Client shall promptly designate in writing to Consultant a representative authorized to act on Client's behalf with respect to the Services (the “***Client’s Representative***”), with whom Consultant may consult with at all reasonable times, and whose instructions, approvals, requests and decisions shall be binding upon Client as to all matters pertaining to the Contract Documents and the performance of Client under the Contract Documents (unless Client notifies Consultant, in writing, that the authority of Client’s Representative is limited in any manner). Client may change Client’s Representative at any time by written notice to Consultant.

2.3 Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consultant’s provision of the Services.

2.4 Client shall furnish information or services to the extent that any such information or service is reasonably required by Consultant or necessary for Consultant to perform the Services.

3. MODIFICATION.

3.1 Supplementals. Services not expressly set forth in the Contract Documents are excluded from the scope of the Services. If any new or different requirement, condition, change or anything beyond Consultant’s control alters the scope of the Services or otherwise affects the Consultant’s costs or schedule to perform the Services, and is the result of (i) any act or omission by Client, (ii) a change in the Services requested by Client, (iii) any change of Law that requires re-performance of Services already completed or becomes applicable to the Services after the parties’ execution of the Contract Documents, or (iv) a Force Majeure Event; then Consultant shall be entitled to additional time and compensation in order to complete the Services as mutually agreed upon by the parties in a written change order. Promptly after Consultant becomes aware of facts or circumstances which it believes will cause or constitute a change in the Services, Consultant shall send Client a written notice describing why it believes a change in the Services is necessary and proposing additional time and compensation for such change. If Client and Consultant are unable to reach agreement with respect to whether a change in the Services has occurred or is needed, or as to additional time or compensation needed to complete the Services after a change, within 15 days after the date of Consultant’s notice to Client, then Consultant shall not proceed with the change until the matter is resolved as provided

in Section 10 below; provided however, if Client directs Consultant to begin performing the changed Services during the 15-day period, Consultant shall be entitled to reasonable compensation for changed Services performed during said period.

3.2 Differing Site Conditions. Consultant shall be entitled to an equitable adjustment to the Schedule and Consultant's Compensation for conditions that vary from information provided to Consultant in connection with the development of Consultant's pricing or the scope of Services. Such varying conditions may include without limitation, subsurface and latent physical conditions at the site, archeological finds of historical or cultural significance, protected or endangered species of plants and animals, or other conditions that may preclude Consultant from proceeding with the Services for reasons of health, safety, or legal restriction. Without waiving its rights hereunder, Consultant agrees to notify Client of such conditions within a reasonable time after discovery, whereupon Client will promptly investigate the same and issue appropriate orders or instructions to Consultant.

4. COMPENSATION AND PAYMENT.

4.1 Compensation. Client shall pay the Compensation to Consultant.

4.2 Payment. Consultant shall send an invoice(s) to Client with documentation reasonably satisfactory to Client setting forth hours worked (unless this is a fixed fee Agreement) and/or Reimbursable Expenditures incurred during the applicable period and any other supporting documentation reasonably requested by Client. Unless otherwise required by Law, all undisputed invoices, less any amounts properly withheld by Client under the Contract Documents, shall be due and payable to Consultant within 30 days after the date Client receives the invoice. If Client fails to pay undisputed invoiced amounts within said 30-day period, Consultant may, in addition to any other rights available under this Agreement, by law or in equity, require the payment of interest at the lower of 12% per annum or the maximum rate allowed by law, on all such unpaid amounts. All payments shall be made in US Dollars.

5. SCHEDULE.

5.1 Time for Performance. Consultant shall perform the Services diligently and shall make commercially reasonable efforts to perform the Services in accordance with the Schedule and in such manner so as to not delay the progress of the Project.

5.2 Force Majeure. Neither Client nor Consultant shall be liable for any delay or failure in the keeping or performance of its obligations under the Contract Documents during the time and to the extent that any such failure arises by reason of Force Majeure. Upon the occurrence of an event of Force Majeure the party affected thereby shall promptly give written notice (setting forth full particulars) to the other party and shall resume the keeping and performance of the respective obligation after the cause of Force Majeure has come to an end. If an event of Force Majeure occurs and continues for a period of 15 days from the date of occurrence of such Force Majeure event, the parties shall meet and make reasonable efforts to resolve the problem. During the existence of a Force Majeure event each party shall bear its own costs resulting therefrom.

6. CONSULTANT PERSONNEL AND SUBCONTRACTORS.

Consultant may utilize subcontractors in connection with its performance of the Services in its discretion. Consultant shall be liable for the performance of Services rendered hereunder by any subcontractors utilized by Consultant.

7. INDEMNIFICATION; LIMITATIONS OF LIABILITY.

7.1 Indemnity. Consultant agrees to indemnify, defend, and hold harmless Client and its Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of negligent actions or inactions or willful misconduct in connection with performance of the Services by Consultant or its employees, agents or subcontractors. Client agrees to indemnify, defend, and hold harmless Consultant and its Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of negligent actions or inactions or willful misconduct in connection with the Services or the Project by Client or its employees, agents or subcontractors (other than Consultant).

7.2 General. The obligations for indemnification herein required are severable. The unenforceability of any portion of the obligation for indemnification hereunder due to the effect of any Law, court decision, or any other reason, shall not nullify, reduce or limit other obligations set forth herein, and all other obligations arising under this Section shall remain in full force and effect.

7.3 Notice. The indemnified party shall promptly notify the indemnifying party in writing of any Claims for which the indemnifying party may be responsible under Section 7.1.

7.4 Defense of Claims. The indemnifying party under Section 7.1, as applicable, shall provide competent counsel reasonably acceptable to the indemnified party, to defend the indemnified party pursuant to the obligations of the indemnifying party described in Section 7.1 within two weeks of notice by the indemnified party; provided, however, that the indemnified party, on behalf of itself and its Indemnitees, shall have the right to be represented in the defense of any suit or proceeding covered by this Section 7 (including investigation and resolution) by counsel of its own choice at the indemnified party's expense, in addition to counsel provided by the indemnifying party.

7.5 Waiver of Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AFFILIATES, EMPLOYEES, AGENTS OR SUBCONTRACTORS OF ANY TIER SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR INDEMNITEES, AND EACH PARTY WAIVES ALL CLAIMS, PAST, PRESENT, AND FUTURE, AGAINST THE SAME, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE CONTRACT DOCUMENTS, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, THE FAILURE OF ANY REMEDY HEREUNDER FOR WANT OF ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER BASIS OF LIABILITY. SUCH DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS OF PROFITS, REVENUE, INTEREST, OPPORTUNITY, GOODWILL, COST OF CAPITAL, OR DIMINUTION OF VALUE, FINANCING COSTS OR CLAIMS OF CUSTOMERS.

7.6 Limitation of Liability. THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES AND AGENTS, SUBCONTRACTORS AND VENDORS OF ANY TIER TO CLIENT FOR ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OR RELATING IN ANY WAY TO THE SERVICES PERFORMED UNDER THE AGREEMENT SHALL NOT BE GREATER THAN THE COMPENSATION RECEIVED BY CONSULTANT FROM CLIENT FOR WORK PERFORMED UNDER THE AGREEMENT; PROVIDED, THAT WITH RESPECT TO CLAIMS PERTAINING TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FOR WHICH CONSULTANT IS REQUIRED TO INDEMNIFY CLIENT OR ITS INDEMNITEES UNDER SECTION 7.1 ABOVE AND TO THE EXTENT ANY INSURANCE COVERAGE OF CONSULTANT PROVIDES COVERAGE PAYABLE TO CLIENT OR ITS INDEMNITEES AS AN ADDITIONAL INSURED UNDER THE POLICIES REQUIRED TO BE OBTAINED AND MAINTAINED BY CONSULTANT PURSUANT TO THIS AGREEMENT, THE ABOVE CAP ON LIABILITY SHALL BE DEEMED INCREASED TO THE AMOUNT OF SAID COVERAGE WITH RESPECT TO THE COVERED CLAIMS OR LIABILITIES.

8. LIENS.

Consultant agrees not to allow liens to be placed on the Project or Client property for Claims of nonpayment by Consultant or its subcontractors to the extent Consultant has received timely payment from Client as required by the Contract Documents. Provided Consultant has received timely payment from Client as required by the Contract Documents, Consultant shall pay promptly all amounts due for all materials, labor, service and equipment used in or in connection with the performance of the Services, including those of its subcontractors, when bills or Claims become due. Consultant shall within 10 days after discovery or notification from Client or any other party, discharge or bond around any lien filed or Claim asserted against the Project, materials, facility or property of Client by any of Consultant's subcontractors, suppliers or vendors hired in conjunction with the Services to the extent Consultant has received timely payment from Client as required by the Contract Documents. If Consultant fails to discharge or bond

around any such lien or Claim within 10 days after such discovery or notification, then Client may discharge such lien or claim and withhold all costs incurred by Client to discharge such lien or Claim from any amounts owed by Client to Consultant. If Client cannot withhold the amount owed, Client shall invoice Consultant therefor and Consultant shall pay the same to Client within 10 days after the receipt of such invoice.

9. TERMINATION.

9.1 Insolvency; Default. A party may terminate the Agreement effective immediately upon giving written notice of termination to the other party, (i) if any proceeding is instituted against such other party seeking to adjudicate such other party as a bankrupt or insolvent and such proceeding is not dismissed within 30 days of filing, or (ii) if such other party makes a general assignment for the benefit of its creditors, or (iii) if a receiver is appointed on account of the insolvency of such other party, or (iv) if such other party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or (v) if, in the reasonable judgment of one party, such other party is unable to pay its debts when due or as they mature. Furthermore, if a party (the ***"Breaching Party"***) fails to observe or perform any of its covenants or agreements contained in the Contract Documents and then fails to correct such condition within 15 days of receiving written notice from the other party (the ***"Non-breaching Party"***), the Non-breaching Party may pursue any or all available rights and remedies available under the Contract Documents or Law and may, without prejudice to any other right or remedy, terminate the Agreement effective immediately upon giving written notice of such termination to the Breaching Party.

9.2 Suspension. Client may, by written notice to Consultant, suspend the Services. Consultant shall, upon receipt of such written notice from Client, suspend the Services or any part thereof and place no further order or subcontracts relating thereto for such time and in such manner as Client may require. If the Services are suspended by Client for reasons other than Consultant's breach or non-performance, Client shall pay Consultant for all Services in progress or performed to the date of termination or suspension, and for all third party suspension or cancellation fees payable by Consultant, if any, plus any of Consultant's demobilization costs and stand-by costs, within 30 days after its receipt of Consultant's invoice therefor. When Services are resumed, Client shall reasonably adjust the Schedule and reasonably compensate Consultant for the cost of remobilization, including increased costs to perform the Services. If a suspension (or the aggregate length of multiple suspensions) exceeds 60 days in the aggregate, Consultant will be entitled to treat such suspension as a termination for Client's convenience and proceed accordingly under Section 9.4 below.

9.3 Force Majeure. If a Force Majeure event continues for a period in excess of 30 days from the date of occurrence of such event, either party may terminate the Agreement effective immediately upon giving written notice.

9.4 Termination for Convenience. Client may for its convenience, with or without cause, including Force Majeure, terminate the Agreement at any time by 10 days' prior written notice to Consultant. Upon receipt of such notice, Consultant shall, unless the notice otherwise directs:

- (a) stop all work and place no further orders or subcontracts for the Services; and
- (b) terminate work orders, purchase orders and subcontracts outstanding.

Upon any such termination for convenience by Client, Client shall pay Consultant for all Services in progress or performed to the effective date of termination or suspension, and third party suspension or cancellation fees payable by Consultant, if any, plus Consultant's demobilization costs and stand-by costs and any other costs incurred as a result of such termination for convenience, within 30 days after its receipt of Consultant's invoice therefor which shall include supporting documentation.

9.5 Effect of Termination. Any termination of the Agreement shall not affect or impair the right of a party to commence legal proceedings for a breach of the Agreement related to actions or inactions occurring prior to or in connection with such termination.

10. RESOLUTION BY PARTIES.

10.1 First Attempt. If a dispute arises under the Contract Documents between the parties, the parties shall attempt in good faith to settle such dispute by mutual discussions within 30 days after the date that a party gives written notice of the dispute to the other party in sufficient detail for the recipient to understand the provider's position; provided, however, that if the dispute involves the amount of an invoice and after 10 days of mutual discussion either party believes in good faith that further discussion will fail to resolve the dispute to its satisfaction, such party may immediately refer the matter to the executive officers of the parties for consideration pursuant to Section 10.2.

10.2 Executive Officers. If the dispute is not resolved in accordance with Section 10.1, either party may refer the dispute to executive officers of the respective parties for further consideration. If such individuals are unable to reach agreement within 15 days, or such longer period as they may agree, then either party may pursue such further action as it deems necessary, subject to the provisions of Section 17.2 below.

10.3 Confidentiality. All discussions conducted pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence and applicable state rules of evidence.

11. TAXES.

Unless otherwise required by Law, Client is responsible for and shall pay all sales, use, excise, and other taxes, charges, or contributions with respect to or imposed on any Services performed by Consultant under the Contract Documents, excluding taxes or contributions imposed on the wages, salaries or other payments to persons employed by Consultant in the performance of the Services and taxes on Consultant's net income. Consultant will not charge or collect applicable sales and use taxes as part of the Compensation payable under the Agreement or otherwise if Client and the sale of any Services pursuant to the Agreement are exempt; provided that Client shall provide Consultant with an exemption certificate for the applicable jurisdiction.

12. REQUISITE LICENSURE AND QUALIFICATIONS.

Consultant and all of the subcontractors, entities and individuals acting on Consultant's behalf in connection with the Services shall, prior to commencing Services and at all times during the term of the Agreement, obtain, possess and maintain in good standing, all Governmental Authorizations or other credentials as required by any Governmental Authority and in accordance with all Laws to perform the Services. In the event the results of the Services performed by Consultant in connection therewith is required to be inspected by any Governmental Authority or by Law, Consultant shall (i) give Client timely written notice of the date fixed for such inspection, and (ii) secure all required certificates of inspection and provide copies to Client.

13. OWNERSHIP AND USE OF WORK PRODUCT.

Consultant and Client agree that the Services and deliverables resulting from such Services to be produced by Consultant and its personnel and employees and delivered to Client pursuant to the Contract Documents (the **"Deliverables"**) shall be considered a work made for hire and shall be owned by Client upon Consultant's receipt of full payment therefor. Consultant further hereby acknowledges that it will inform its employees, agents and representatives that any Deliverables produced by them pursuant to this Agreement shall be considered a work made for hire and will be owned exclusively by Client upon Consultant's receipt of full payment therefor. Consultant may retain copies of work product for its records, but may not in any way use, show or distribute Client's designs, sketches, working drawings or other information to others without written consent from Client. Notwithstanding the preceding portions of this Section, nothing contained in this Section shall be construed as limiting or depriving Consultant of its right to use its basic knowledge and skill to design or carry out other projects or work for itself or others, whether or not such projects are similar to the work to be performed under this Agreement and Client shall not acquire any rights to any of Consultant's or any subcontractors' proprietary computer software or preexisting intellectual property that may be used in connection with the Services or included in the Deliverables. The Deliverables are not intended or represented to be suitable for reuse by Client or others or for additions, modifications, or renovations on the Project or for any other projects. Any such reuse of the Deliverables without written verification by Consultant for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant. If software is

intended or expected to be developed under this Agreement, Consultant may require that a software license agreement acceptable to Consultant be executed. All proprietary information, software and processes of Consultant shall remain property of the Consultant. All proprietary information, software and processes of Consultant and any intellectual property of Consultant in existence prior to the parties' execution of the Agreement or developed by Consultant wholly independent of any Services performed pursuant to the Agreement shall be and remain Consultant's sole property.

Client agrees to waive any Claim against Consultant and shall indemnify, defend, and hold harmless Consultant and its Indemnitees from all Claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use by Client or any third party by or under the direction of or with the permission of Client of the Deliverables delivered by Consultant to Client pursuant to the Contract Documents other than for the purposes of the Project or as otherwise specifically authorized in writing by Consultant, whether arising in contract, tort (including the negligence of Consultant) or otherwise.

Client shall not, and Client shall not permit Client's other contractors to, change or modify any data or drawings supplied by Consultant to Client in electronic format. Client shall defend, indemnify and hold Consultant and its officers, directors and employees harmless from any loss, expense, Claim, liability, or cause of action arising out of the change to or modification of Consultant's engineering data or drawings. If Consultant for any reason is not allowed to complete the Services, Consultant shall not be held responsible for the accuracy, completeness, or constructability of the Services performed by Consultant or of the Project to the extent it relies on the Consultant's Services.

14. BOOKS AND RECORDS; AUDIT RIGHTS.

Consultant shall keep accurate books and records for all Services performed including, without limitation, invoices, receipts, cost information and other supporting documentation as shall readily disclose the basis for and substantiate any charges or credits billed to Client by Consultant or due from Client to Consultant for Services performed on a time and materials, hourly and/or reimbursable basis. Consultant shall make such books and records available for examination, audit, and reproduction by Client for purposes of determining compliance with the terms of the Contract Documents upon Client's request. Such books and records shall be maintained by Consultant and made available to Client for such examination, audit and reproduction at all reasonable times and upon at least 72 hours prior written notice during regular business hours for 12 months after completion or termination of the Services. Any examination or audit shall be performed by Client or on behalf of Client by an Affiliate of Client or a certified public accountant selected by Client.

15. CONFIDENTIALITY.

As used below in this Section, "**Disclosing Party**" means the party furnishing or disclosing Confidential Information to the other party or whose Confidential Information is obtained by the other party as described in clauses (i) and (ii) below, and "**Receiving Party**" is the party receiving or obtaining the Disclosing Party's Confidential Information as described below. The Receiving Party agrees that it will keep confidential the terms of the Contract Documents and any information regarding the Disclosing Party's or its Affiliates' operations, facilities, business, business plans, and assets, including but not limited to, plans, designs, drawings, specifications, estimates, field notes, studies, reports, tests, lab results, processes, customer, prospective customer and vendor lists or databases, proposals, data or other confidential or proprietary information (collectively referred to herein as "**Confidential Information**") which is either: (i) furnished to the Receiving Party by the Disclosing Party or (ii) is obtained by the Receiving Party as a result of the Contract Documents or the Receiving Party's access to the Disclosing Party's facilities. All Confidential Information shall be and remain the property of the Disclosing Party. The Receiving Party agrees not to disclose such Confidential Information to any third parties, and the Receiving Party agrees to use such items and information only in the performance of the Contract Documents for the benefit of the Disclosing Party or, in Client's case, in connection with its receipt, inspection and/or use of the Services and not otherwise without the Disclosing Party's prior written consent (provided, however, that with respect to Client, Client's obligations under this Section shall not apply to any information which is or becomes Client's property pursuant to the terms of Section 13 above in this **Exhibit A** or limit or affect the rights of Client granted therein). The Receiving Party may disclose Confidential Information to any of its directors, officers, employees, agents, distributors, subcontractors, consultants or advisors (collectively, "**Representatives**") who are acting on Receiving Party's behalf in connection with the performance of the Contract Documents on a need to know basis. The Receiving Party shall, prior to any such disclosure, inform its

Representatives of the terms of this Section, including the confidential nature of the Confidential Information and legally require them to comply herewith. The Receiving Party shall be responsible for any breach of this Section by any of its Representatives, which shall be considered a breach by the Receiving Party. Upon completion or termination of the Agreement, or sooner if requested by the Disclosing Party, the Receiving Party shall return all such Confidential Information to the Disclosing Party or make such other disposition thereof as directed or approved by the Disclosing Party (again, however, subject to Client's rights under Section 13 above). This provision shall be inoperative as to such portions of the information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a disclosure by Receiving Party or any of its Representatives or any third party acting in concert with any of them; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (c) were known to the Receiving Party on a non-confidential basis prior to their disclosure to the Receiving Party by the Disclosing Party as shown by the Receiving Party's prior written records; or (d) is required to be disclosed by law or competent authority of any Governmental Authority in the opinion of the Receiving Party's legal counsel (in which case the Receiving Party shall give notice to Disclosing Party and cooperate with the Disclosing Party's efforts to prevent such disclosure and the Receiving Party shall disclose only that portion of the affected Confidential Information which is required to be disclosed in the opinion of its legal counsel).

16. ACCEPTANCE OF SERVICES.

When all Services to be performed pursuant to the Agreement are completed, Consultant shall so notify Client and Client shall have the right to a final review of the Services. Following such review, Client shall either notify Consultant of its acceptance of the Services or issue to Consultant a listing of additional items it believes are required in order for the Services to conform to the terms, conditions and specifications of the Contract Documents. If Client does not so notify Consultant or issue such listing within 7 days after Consultant's notice that the Services have been completed, it shall be deemed to have accepted the Services.

17. MISCELLANEOUS PROVISIONS.

17.1 Entire Agreement. The Contract Documents (including the attachments and documents referenced therein) constitute the entire agreement and understanding between the parties hereto with respect to the Services performed pursuant to the Agreement and supersede and/or merge all prior agreements, understandings, representations, or conditions between Client and Consultant regarding the subject matter hereof, whether written, oral, or implied. The parties agree that the terms and conditions of the Contract Documents shall prevail, notwithstanding any contrary or additional terms in any of the parties' preprinted documents.

17.2 Governing Law, Jurisdiction. The validity, interpretation, and performance of the Contract Documents, including any breach thereof, shall be governed by and construed under the Laws of the State of Oklahoma, without regard to the conflicts or choice of law principles thereof. Unless otherwise required by Law, (a) Consultant and Client hereby consent to the personal jurisdiction of the state and federal courts located in Tulsa, Oklahoma for any dispute involving the Contract Documents, and (b) subject to the provisions of Section 10 above, any action arising out of the Contract Documents shall be commenced and maintained exclusively in the state or federal courts located in Tulsa, Oklahoma, and Consultant and Client waive any objection to the forum on the grounds of venue, forum non-conveniens, or any similar ground. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS.

17.3 Assignment. The Contract Documents shall inure to the benefit of and shall be binding upon Client and Consultant and their respective successors and permitted assigns. Neither party shall assign the Agreement, or any of its rights or obligations hereunder or thereunder, without the prior written consent of the other party in each instance, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void.

17.4 Waiver. Either party hereto may, by written notice delivered in the manner provided in the Contract Documents, but shall be under no obligation to, waive any of its rights or conditions to its rights hereunder, or any

duty, obligation, or covenant of the other party hereto. Such waiver must be in a writing signed by the waiving party and shall not affect or alter the other provisions of the Contract Documents.

17.5 Third Party Agreement. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant subject to the indemnification rights of an Indemnitee. Furthermore, the Contract Documents are not intended and shall not be construed to create any rights in any parties other than Client, Consultant and Indemnitees and no other person shall have any rights as a third party beneficiary hereunder.

17.6 Independent Contractor. Consultant agrees that it is an independent contractor in the performance of any Services under the Contract Documents and that neither it nor its employees shall be considered employees of Client. Client shall not be responsible for the direct payment of any withholding taxes, social security payments, payments under workmen's compensation or other insurance premiums, or other charges of any kind, except as specifically stated herein. Consultant hereby warrants that it will deduct and pay over to the proper Governmental Authority any withholding taxes or similar assessment which an employer is required to deduct and pay over and Consultant accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other Governmental Authority, covering its agents or employees.

17.7 Modifications. No change, amendment or modification of any Contract Document shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing and duly executed by both parties, with specific reference to the Contract Document being modified.

17.8 Cooperation. Consultant and Client agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary and reasonably requested by the other party that are not inconsistent with the provisions of the Contract Documents and that do not involve the assumption of obligations other than those provided for in Contract Documents, in order to give full effect to the Contract Documents and to carry out the intent of the Contract Documents.

17.9 Attorneys' Fees. In the event of legal action between the parties associated with the Contract Documents, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

17.10 Severability of Provisions. The invalidity, illegality and unenforceability of any provision(s) of the Contract Documents shall in no way affect or impair the validity, legality and enforceability of the remaining provisions thereof.

17.11 Counterparts. Any Contract Document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. In the event that any signature of any Contract Document is delivered by facsimile transmission or by e-mail as an attached, scanned document, such signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B

Small Structures - Inspection and Sizing

City of Coweta

SCOPE OF SERVICES

July 26, 2021

The purpose of the project is to perform a National Bridge Inspection Standards (NBIS) based inspection, perform a hydraulic analysis, and recommend replacements of two structures that are less than 20 feet. The first structure is located on East 121st Street South just east of Hwy 51 (35°59'18" N, 95°40'09" W), and the second structure is located on South Bristow Avenue south of Walnut Street (35°56'45" N, 95°39'07" W)

The scope of the work is as follows:

SECTION 1 - General

- 1.1. The CONSULTANT will:
 - 1.1.1. Conduct a field inspection of the structures using NBIS criteria, take measurements of the structures, and note site conditions relevant to the hydraulic analysis.
 - 1.1.2. Draft sketches of the structures.
 - 1.1.3. Report of findings noting the condition of all elements of the structures with notes of and severity of deficiencies.
 - 1.1.4. Load rating analysis performed and calculated with results and subsequent calculations.
 - 1.1.5. Perform hydrologic and hydraulic analysis for the structures. Discharge computations will be performed for Q2, Q5, Q10, Q25, Q50, Q100 and Q500. Hydraulic analysis will be performed using HEC-RAS. Analysis will be performed on the existing structures (Existing Conditions Model) and up to 3 proposed alternatives.
 - 1.1.6. Develop a recommendation for bridge type and size for each structure. Requirements for bridge openings and profile elevations will be evaluated to confirm that they provide the necessary conveyance without causing an excessive backwater rise and comply with local stormwater guidelines.
 - 1.1.7. Develop Hydraulic Reports detailing the conditions and assumptions made to determine the structure sizes. The final hydraulic reports will include: site data, hydraulic analysis, location maps, current FEMA firmette, floodplain boundaries, cross section layout, and HEC-RAS data.
 - 1.1.8. Deliverables shall include completed inspection reports with photos of deficiencies and repair recommendations and Hydraulic Reports with recommendations for replacements in hard copy and electronic format (pdf) for use by the City.

- 1.1.9. Attend a review meeting with the City to discuss recommendations and findings.
- 1.2. Neither a LOMR nor CLOMR is anticipated to be required for this project and is not included in this scope.
- 1.3. The work does not include, but can be added by supplement later:
 - 1.3.1. Survey of the areas
 - 1.3.2. Design plans for the selected alternative.
 - 1.3.3. Public meetings

SECTION 2 - City Responsibilities

- 2.1. Provide any available notes, drawings, or plans of the existing structures.



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: Roger Kolman, City Manager/Tom E. Young, Jr., Coweta City Planner
Re: Braxton and Whitney Lowrey Road Right-of-Way Dedication
Location: 14355 South 273rd East Avenue
Date: 08-02-2021

BACKGROUND

The following Resolution 2021-24 is for a 30-foot road right-of-way on Braxton and Whitney Lowrey Property to be dedicated to the City of Coweta. The road right-of-way deed and legal exhibits have been received and reviewed by the Community Development Department and the City Attorney. The road right-of-way is in compliance with the Coweta Design Criteria and Technical Specifications as per the Coweta Subdivision Regulations.

The Subdivision Regulations require that all improvements be formally accepted by the Coweta City Council by resolution or ordinance.

STAFF COMMENTS

Staff recommends acceptance of Resolution 2021-24 accepting the 30-ft road right-of-way into the City of Coweta public property.

ATTACHMENTS

1. Road 30-ft Right-of-Way Dedication
2. Resolution 2021-24

RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC 30-FOOT ROAD RIGHT OF WAY CERTAIN IMPROVED PROPERTY LOCATED WITHIN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, the 30-foot right-of-way deed and survey of the Braxton and Whitney Lowrey Property were received by the City of Coweta; and

WHEREAS, the Subdivision Regulations require that all improvements be formally accepted by the Coweta City Council by resolution or ordinance.

THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta that:

SECTION 1. Road right-of -way on the Braxton and Whitney Lowrey Property is formally accepted by the City of Coweta as public property as further described below:

A PART OF THE SOUTH 198 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4 NW/4) AND THE NORTH 198 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 SW/4 NW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

DESCRIBED AS FOLLOWS:

THE WEST 30.00 FEET OF THE SOUTH 198.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4 NW/4), TOGETHER WITH, THE WEST 30.00 FEET OF THE NORTH 198.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 SW/4 NW/4), ALL IN SECTION THIRTEEN (13) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4 NW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 01° 33' 55" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET; THENCE N 88° 25' 42" E, PARALLEL WITH AND 198.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID

NORTHWEST QUARTER (SW/4 NW/4 NW/4), A DISTANCE OF 30.00 FEET; THENCE S 01° 33' 55" E, PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER (SW/4 NW/4 NW/4); THENCE CONTINUING S 01° 33' 55" E, PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET; THENCE S 88° 25' 42" W, PARALLEL WITH AND 198.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER (NW/4 SW/4 NW/4), A DISTANCE OF 30.00 FEET, TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4); THENCE N 01° 33' 55" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET, TO THE POINT OF BEGINNING. 30' RIGHT-OF-WAY EASEMENT:

SAID TRACT OF LAND CONTAINING 0.27 ACRES / 11,880.00 SQUARE FEET.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 2nd day of August 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

ROAD RIGHT OF WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Braxton Lowrey and Whitney P. Lowrey, Husband and Wife, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and dedicate unto the CITY OF COWETA, OKLAHOMA, a municipal corporation, hereinafter referred to as "City of Coweta", its successors and assigns, a permanent road right-of-way over the following described property located in the City of Coweta, Wagoner County, Oklahoma, to-wit:

A 30-foot wide strip of land located in City of Coweta, Wagoner County, State of Oklahoma according to the Survey more particularly described as follows:

A PART OF THE SOUTH 198 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4 NW/4) AND THE NORTH 198 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 SW/4 NW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

THE WEST 30.00 FEET OF THE SOUTH 198.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4 NW/4), TOGETHER WITH, THE WEST 30.00 FEET OF THE NORTH 198.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 SW/4 NW/4), ALL IN SECTION THIRTEEN (13) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4 NW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 01° 33' 55" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET; THENCE N 88° 25' 42" E, PARALLEL WITH AND 198.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER (SW/4 NW/4 NW/4), A DISTANCE OF 30.00 FEET; THENCE S 01° 33' 55" E, PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER (SW/4 NW/4 NW/4); THENCE CONTINUING S 01° 33' 55" E, PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET; THENCE S 88° 25' 42" W, PARALLEL WITH AND 198.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER (NW/4 SW/4 NW/4), A DISTANCE OF 30.00 FEET, TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4); THENCE N 01° 33' 55" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 198.00 FEET, TO THE POINT OF BEGINNING. 30' RIGHT-OF-WAY EASEMENT:

SAID TRACT OF LAND CONTAINING 0.27 ACRES / 11,880.00 SQUARE FEET.

for the purposes of permitting the City of Coweta, County of Wagoner, Oklahoma, and the public utility companies, their successors or assigns, to construct and maintain any future roadway, thereon, through, over, under and across said property and strip of land, together with all necessary and convenient appurtenances thereto, including but not limited to, electric service, telephone service, water lines, gas lines, and cable television; and to use and maintain the same, and of affording the County and public utility companies, their officers, agents, employees, designs, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction.

The City of Coweta is hereby given and granted possession of the above described premises for the purpose aforesaid, and the undersigned, for himself/herself, and his/her heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, or above or below ground obstruction that will interfere with the purpose aforesaid, will be placed, erected, installed, or permitted upon the above described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the undersigned, or any person in privity with him/her, such violation will be corrected and eliminated immediately upon receipt of notice from the above mentioned utility, or the City of Coweta shall have the right to correct and eliminate such violation, and undersigned, his/her heirs, administrators, successors, and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such described right-of-way unto the public forever.

Dated this _____ day of _____, 2021

Braxton Lowrey

Whitney P. Lowrey

ACKNOWLEDGMENT

STATE OF } OKLAHOMA
COUNTY OF } WAGONER

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared

_____ and _____

known to me to be the identical person(s) who executed the foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

ACKNOWLEDGMENT

APPROVED this _____ day of _____, 20____.

CITY OF COWETA, OKLAHOMA
a Municipal Corporation

By _____
Evette Young, Mayor
City of Coweta

ATTEST:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney

SOUTH 198 FEET OF THE SW¼ OF NW¼ AND THE NORTH 198 FEET OF THE NW¼ OF SW¼ OF NW¼ OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN WAGONER COUNTY, STATE OF OKLAHOMA

PHYSICAL ADDRESS: 14355 S 273RD EAST AVENUE, COWETA, OK 74429

A PART OF THE SOUTH 198 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW4 NW4 NW4) AND THE NORTH 198 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW4 SW4 NW4) ON THE SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

DESCRIBED AS FOLLOWS:

THE WEST 251 FEET OF THE SOUTH 19.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 NW1/4 NW1/4), TOGETHER WITH THE WEST 251.80 FEET OF THE NORTH 148.00 FEET OF THE NORTH 19.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4 NW1/4), ALL IN SECTION THIRTEEN (13) TOWNSHIP SEVENTEEN (17) NORTH, RANGE 17E18N (15) EAST OF THE INDIAN BASE AND MERIDIAN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SAID TRACT OF LAND CONTAINING 2.00 ACRES / 87,122.80 SQUARE FEET

THIS LEGAL DESCRIPTION WAS CREATED ON JUL 15, 2021, BY ALBERT R. JONES, III, OK-PLS #1550 WITH THE BASIS OF BEARING BEING N 01° 33' 55" W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW44) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE US GOVERNMENT SURVEY THEREOF.

A PART OF THE SOUTH 198 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW4 NW4 NW4) AND THE NORTH 198 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW4 SW4 NW4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIANA BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

DESCRIBED AS FOLLOWS:

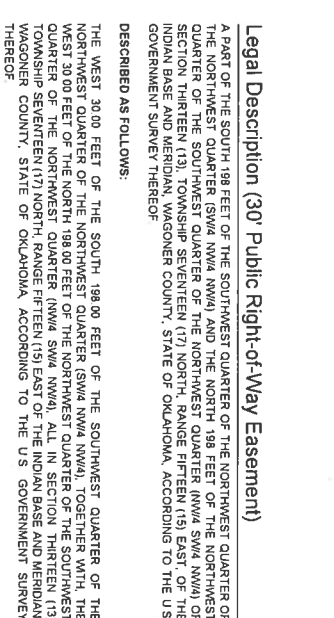
THE NORTH 188 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER NW¼ SW¼ NW¼, LESS AND EXCEPT THE WEST 25.10 FEET THEREOF,
TOGETHER WITH, THE SOUTH 188.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER SW¼ NW¼, LESS AND EXCEPT THE WEST 25.10
FEET THEREOF, TOGETHER WITH, THE SOUTH 50.00 FEET OF THE NORTH 188.00 FEET OF THE
SOUTH 188.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SW¼ NW¼,
ALL IN SECTION THIRTY-ONE (31) TOWNSHIP SEVENTEEN (17) NORTH RANGE FIFTEEN (15)
EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE
US GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SAID TRACT OF LAND CONTAINING 4.02 ACRES / 175,171.84 SQUARE FEET

THIS LEGAL DESCRIPTION WAS CREATED ON 03/15/2021, BY ALBERT R. JONES, III, OK-PLS #1590
 WITH THE BASIS OF BEARING BEING N 0° 33' 55" W, ALONG THE WEST LINE OF THE NORTHWEST
 QUARTER (NW4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN
 (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA
 ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF



A PART OF THE SOUTH 199 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SW4 NW4 NW4) AND THE NORTH 199 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW4 SW4 NW4) SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

DESCRIBED AS FOLLOWS:

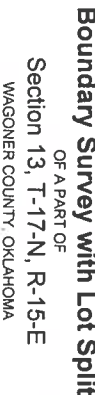
THE WEST 3/10 FEET OF THE SOUTH 1/80.00 FEET OF THE SOUTHWEST QUARTER OF THE WESTMOST QUARTER OF THE SOUTHEAST QUARTER (SW/4 NW/4 NW/4), TOGETHER WITH THE WEST 3/10 FEET OF THE NORTH 1/80.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 SW/4 NW/4), ALL IN SECTION THIRTEEN (13) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (S3W4 NW4 NW4) OF SECTION THIRTEEN (13), TOWNSHIP 35 NORTH, RANGE 17 NORTH, RANGE 15 EAST, OF THE INDIAN BLADE AND MEDICAL WAGONER NEIGHBORHOODS, COUNTY OF OKFUSKEE, STATE OF OKLAHOMA, THENCE S 88° 25' E, PARALLEL, WITH AND 198.00 FEET NORTH OF THE SOUTHLINE OF THE SOUTHWEST QUARTER (S3W4 NW4 NW4) OF SECTION THIRTEEN (13), TOWNSHIP 35 NORTH, RANGE 17 NORTH, RANGE 15 EAST, OF THE INDIAN BLADE AND MEDICAL WAGONER NEIGHBORHOODS, COUNTY OF OKFUSKEE, STATE OF OKLAHOMA, THENCE S 88° 25' E, PARALLEL, WITH AND 198.00 FEET NORTH OF THE SOUTHLINE OF THE SOUTHWEST QUARTER (S3W4 NW4 NW4) OF SECTION THIRTEEN (13), TOWNSHIP 35 NORTH, RANGE 17 NORTH, RANGE 15 EAST, OF THE INDIAN BLADE AND MEDICAL WAGONER NEIGHBORHOODS, COUNTY OF OKFUSKEE, STATE OF OKLAHOMA, THENCE S 88° 25' E, PARALLEL, WITH AND 198.00 FEET SOUTH OF THE NORTHLINE OF THE SOUTHWEST QUARTER (S3W4 NW4 NW4) OF SECTION THIRTEEN (13), TOWNSHIP 35 NORTH, RANGE 17 NORTH, RANGE 15 EAST, OF THE INDIAN BLADE AND MEDICAL WAGONER NEIGHBORHOODS, COUNTY OF OKFUSKEE, STATE OF OKLAHOMA, THENCE N 07° 31' 35" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (NW4) A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 0.27 ACRES / 11,880.00 SQUARE FEET

THIS LEGAL DESCRIPTION WAS CREATED ON APRIL 15, 2021 BY ALBERT R. JONES, III, OK.PLS.#1580, WITH THE BASIS OF BEARING BEING N 07° 33' 55" W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, OF THE MDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY TERRACE



Notes

1 ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY

2 THIS FIRM WAS NOT CONTRACTED TO, RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD, NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT

3 THE BASIS OF BEARING IS BASED ON THE NON-STANDARD GRID BEARINGS OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83 - ZONE NORTH 3501

1 ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY

THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OR RECORD NO ATTEMPT TO RESEARCH THE COUNTRY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT

THE BASIS OF BEARING IS BASED ON THE NON-ASTRONOMICAL GRID BEARINGS OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM-ND-3. ZONE NORTH 3501

I, ALBERT JONES III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THE DATE THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF OKLAHOMA AS SET FORTH BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS OF THIS DATE

I, ALBERT JONES III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THE DATE THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF OKLAHOMA AS SET FORTH BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS OF THIS DATE



PREPARED FOR: WHITNEY LOWREY			
CHECKED BY:	ARJ	SCALE:	1"=50'
SURVEY BY:	ATJ	DRAFTED BY:	JMH
SURVEY DATE:	06/11/2021	JOB NUMBER:	12148
BOOK/PAGE:	DIGITAL	FILE NUMBER:	1715.1300



ALL COPIES THAT DO NOT BEAR AN ORIGINAL SIGNATURE AND SEAL IN RED INK MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SIGNATURE. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF ATLAS LAND OFFICE, INC. NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION AND CONSENT. ANY CHANGES MADE FROM THESE PLANS WITHOUT CONSENT OF ATLAS LAND OFFICE, INC. ARE UNAUTHORIZED, AND SHALL RELIEVE ATLAS LAND OFFICE, INC. OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

**BEFORE YOU DECIDE
CONTACT US NOW**

1-800-522-6543

ALBERT JONES III
AJ@ATLASLANDOFFICE.COM
PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1580

2421



A circular red seal for a Professional Land Surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "OKLAHOMA" at the bottom. The center of the seal contains the name "ALBERT JONES III" and the license number "1580".



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: Roger Kolman, City Manager/Tom E. Young, Jr., Coweta City Planner
Zoning: AG (Agriculture)
Re: Approval Final Plat Way Maker Acres
Date: 08-02-2021

BACKGROUND

Discuss and consider a request by The Way Nazarene Church, Developer; Bennett Surveying, Inc., Surveyor; for Final Plat approval of Way Maker Acres, a subdivision of approximately 8.00 acres more or less with 1 lot. Located on East 111st Street South and East of South 273rd East Avenue, in Section 25, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This land is zoned AG (Agriculture).

Utilities/Site Area: The 8.00 acre more or less, subdivision is proposed to be served by Rural Water No. 4 Water and City of Coweta Sewer. Windstream, ONG, AEP, and Cox have all been notified and a No Meet, Technical Advisory Committee meeting was held on July 15, 2021.

At the July 19, 2021 Planning Commission meeting, the Planning Commission recommended approval of the final plat with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

STAFF RECOMMENDATION

Staff recommends approval of the Final plat with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

1. Final Plat, Way Maker Acres.

NOTES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS NO PORTION OF THE PROPERTY DESCRIBED HEREON TO BE INSIDE OF THE 500-YEAR FLOOD PLAIN.

BASIS OF BEARINGS

THE BEARING BASE FOR THIS PLAT IS BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25 T-18-N, R-15-E AS N88°43'07"E.

UTILITY SERVICE PROVIDERS

WATER	-	WAGONER COUNTY RURAL WATER DISTRICT NO. 4
SEWER	-	CITY OF COWETA
ELECTRIC	-	PUBLIC SERVICE COMPANY OF OKLAHOMA
TELEPHONE	-	WINDSTREAM COMMUNICATIONS
GAS	-	OKLAHOMA NATURAL GAS
CABLE	-	COX COMMUNICATION

MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP EIGHTEEN 18 NORTH, RANGE FIFTEEN EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP EIGHTEEN 18 NORTH, RANGE FIFTEEN EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA; THENCE N88°43'07"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 25 FOR A DISTANCE OF 971.36 FEET TO THE POINT OF BEGINNING; THENCE N01°25'12"W FOR A DISTANCE OF 732.10 FEET; THENCE N88°43'07"E FOR A DISTANCE OF 476.00 FEET; THENCE S01°25'12"E FOR A DISTANCE OF 732.10 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 476.00 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 8.00 ACRES MORE OR LESS.

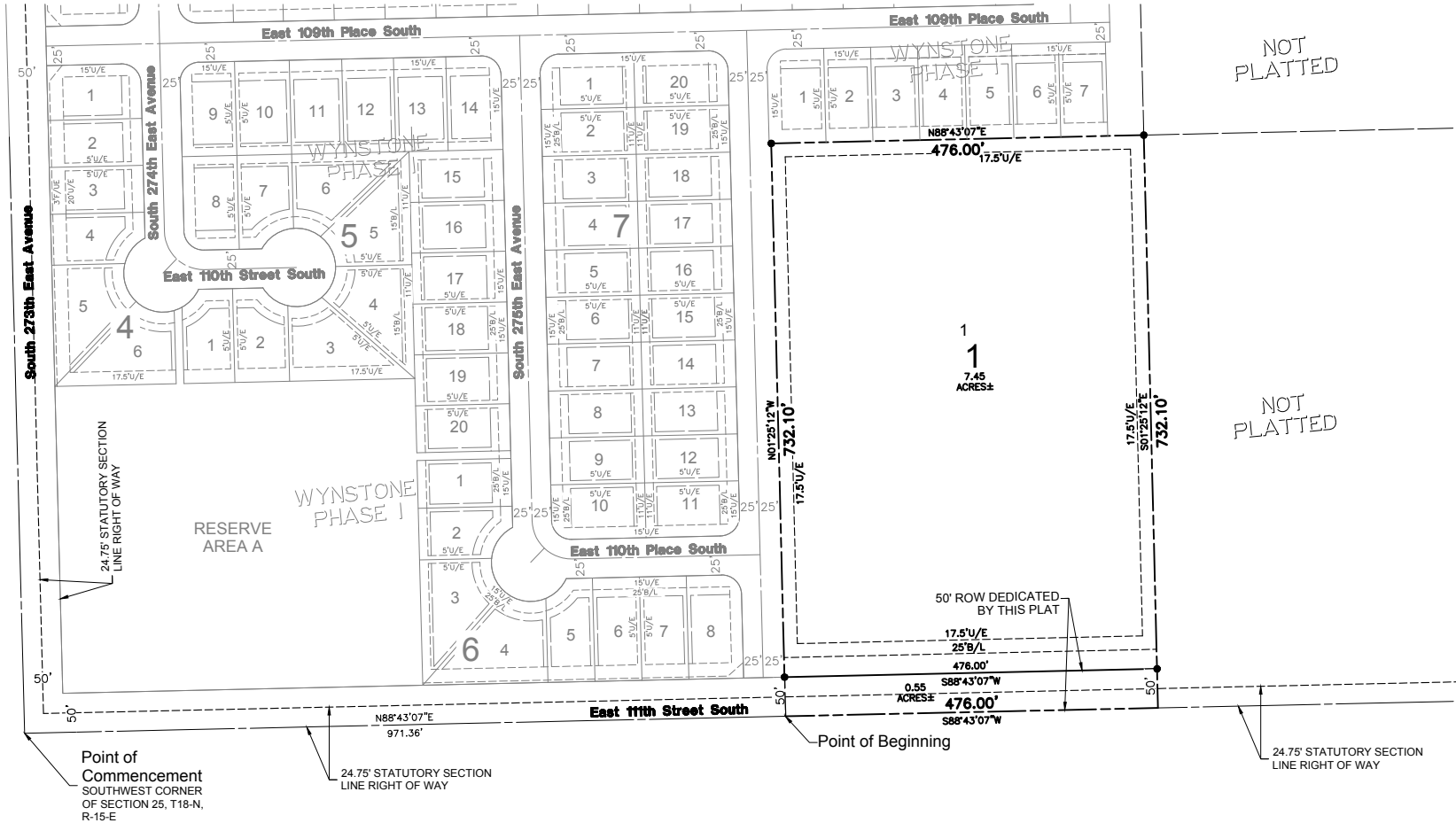
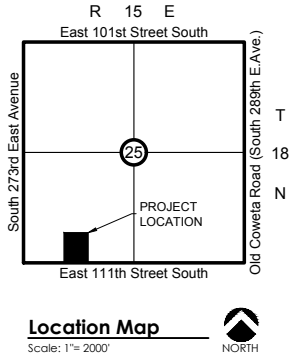
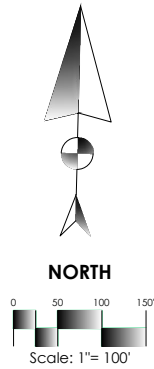
FINAL PLAT

Way Maker Acres

A SUBDIVISION IN CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA,
BEING A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN.

OWNER:
THE WAY NAZARENE CHURCH
27689 E 111th Street, Coweta, OK 74429
STEVEN LESTER
918-581-4998
steven.lester@cowetaps.org

SURVEYOR:
Bennett Surveying, Inc.
P.O. Box 848
Chouteau, OK 74337
Phone: (918) 476-7484
OK CA NO. CA 4502, EXPIRES 6/30/2022
wade@bennettsurveying.com



WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'WAY MAKER ACRES' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

STEVEN LESTER
THE WAY NAZARENE CHURCH

AARON BURNS
OKLAHOMA REGISTERED LAND SURVEYOR #1923
BENNETT SURVEYING, INC.
C.A. #4502, EXP. 6-30-2022

FINAL PLAT

WAY MAKER ACRES

A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

KNOW ALL MEN BY THESE PRESENTS:

THE WAY OF THE NAZARENE CHURCH, HEREINAFTER REFERRED TO AS THE "OWNER," IS THE OWNER AND DEVELOPER OF THE FOLLOWING DESCRIBED LAND IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP EIGHTEEN 18 NORTH, RANGE FIFTEEN EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP EIGHTEEN 18 NORTH, RANGE FIFTEEN EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA; THENCE N88°43'07"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 25 FOR A DISTANCE OF 971.36 FEET TO THE POINT OF BEGINNING; THENCE N01°25'12"W FOR A DISTANCE OF 732.10 FEET; THENCE N88°43'07"E FOR A DISTANCE OF 476.00 FEET; THENCE S01°25'12"E FOR A DISTANCE OF 732.10 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 476.00 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 8.00 ACRES MORE OR LESS.

SECTION I. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE RIGHT OF WAY AS SHOWN ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SUCH EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER, AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, AND ALONG ALL OF THE EASEMENT AREAS SHOWN ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREON IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER SHALL BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND CONSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

A. WATER AND SEWER SERVICE

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- WITHIN UTILITY EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTILLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE REASONABLE JUDGEMENT OF THE CITY OF COWETA (SEWER) AND WAGONER COUNTY RURAL WATER DISTRICT #4 (WATER) WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF COWETA, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
- WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

SECTION II. DEFINITION OF TERMS, ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

2.1 DEFINITION OF TERMS

IN THE EVENT OF ANY AMBIGUITY AS TO THE MEANING OF ANY TERMS PERTAINING TO USE AND BUILDING RESTRICTIONS AS SET FORTH IN SECTION II HEREOF, THE DEFINITION OF SUCH TERMS SHALL BE DEEMED TO BE THE SAME AS THE PROVISIONS OF THE COWETA SUBDIVISION REGULATIONS, COWETA REVISED ORDINANCES, AS THE SAME EXISTED ON THE DATE OF EXECUTION OF THIS DEED OF DEDICATION.

2.2 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY. THE BENEFICIARIES OF THE COVENANTS AS SET FORTH IN SECTION I HEREOF WITH RESPECT TO SUCH COVENANTS ONLY, OR THE CITY OF COWETA, OKLAHOMA WITH RESPECT TO SUCH COVENANTS SET FORTH IN SECTION I, SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATIONS THEREOF.

2.3 DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

2.4 SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF BY AN ORDER, JUDGEMENT OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

2.5 AMENDMENT

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE PROPERTY TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE COWETA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF COWETA, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS ____ DAY OF _____, 2021.

THE WAY NAZARENE CHURCH

BY:

STEVEN LESTER, PASTOR

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED STEVEN LESTER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, AARON BURNS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2021.

BY:
AARON BURNS
PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1923

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2021, PERSONALLY APPEARED TO ME AARON BURNS KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CITY OF COWETA APPROVALS

APPROVED: APPROVED:

COWETA PLANNING COMMISSION CHAIRMAN MAYOR

SIGNATURE THIS APPROVAL IS VOID IF THE ABOVE IS NOT ENDORSED BY THE CITY CLERK

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, DANA PATTEN, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2021 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS WAY MAKER ACRES.

DANA PATTEN, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WAY MAKER ACRES HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK

CERTIFICATE OF RURAL WATER DISTRICT NO. 4

I, _____, THE RURAL WATER DISTRICT NO. 4 OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WAY MAKER ACRES - HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

BOARD OF DIRECTORS CHAIRMAN



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: Supplemental Appropriations for General Fund

Date: August 2, 2021

BACKGROUND

Due to unforeseen events, the General Fund FY2021-2022 budget requires supplemental appropriations.

A recent vehicle impact with the 121st Street South bridge requires an inspection to access the full extent of the repairs needed. At the same time, the bridge on South Bristow damaged by stormwaters will be inspected for potential repairs and improvements.

The following appropriations are needed in the General Fund:

- Increase Account 01-5425-015, Contracted Services - Capital, in the Streets department by \$17,500;
- Increase the use of Fund Balance by \$17,500.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2021-23.

Attachments:

Resolution 2021-23

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2021-23**

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 THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL that the following supplemental appropriations be made in the General Fund:

Account Number	Description	Amount	Reason for Expenditure	Funding Source	Revenue Amount	Revenue Account
01-5425.015	Contracted Services - Capital	\$17,500	Bridge study for repairs and improvements	Fund Balance	\$17,500	N/A

Total General Fund \$17,500

\$17,500

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 2nd Day of August 2021.

Attest:

Julie Casteen, City Clerk

Evette Young, Mayor

Approved as to form:

Ronald D. Cates, City Attorney



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: Jerry Burtner, Fire Chief/Brian Woodward, Deputy Fire Chief

Re: Purchase of Swiftwater Rescue Boat

Date: July 27th, 2021

BACKGROUND

The Coweta Fire Department is currently using a fiberglass fishing boat for rescue operations. This boat was donated to the Fire Department around 20 years ago. While the boat has an outboard motor with a jet lower unit, allowing it to run in shallow water, the motor is too undersized to operate on plane with one person inside. This boat has worked in the past, but there are better options to be used during rescue operations to keep firefighters and the citizens being rescued safe during a rescue emergency.

The Coweta Fire Department is requesting the purchase of an Achilles SG140 with a 40 HP Yamaha motor. This purchase comes complete with boat, storage bag, motor, trailer, extra propeller with rock guard and lettering. This purchase is everything we will need for the complete setup of a swift water rescue boat.

This purchase is included in the approved FY 22 budget at account 12-5403-009.

STAFF RECOMMENDATION:

Staff recommends a motion to approve the purchase of the rescue boat and trailer for a total of \$19,643.29.

ATTACHMENTS:

Triad marine quote
Spec sheet for Achilles SG140



Triad Marine & Industrial Supply, Inc.
1155 FM 518
Kemah, Texas 77565
T: 281-334-0815
F: 281-334-0041
Email: tmiller@triadmarine.com

Date: 7/13/2021
Quote: tjlm071321-5
Pages 1

19,643

QUOTE

Customer Info / Mailing Address		Ship To, if different	
Name	Coweta Fire Department	Name	
Address	Attn: Brian Woodward	Address	
Address		Address	
Address		Address	
City	State Zip	City	State Zip
Phone		Phone	
Fax			
Email	bwoodward@cityofcoweta-ok.gov		

TX-TF1 PACKAGE*

PART NUMBER	Notes	UNIT OF ISSUE	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
SG140	*price with complet TX-TF1	Each	1	Achilles SG140	\$ 7,800.00	\$ 7,800.00
F40LEHA		Each	1	Yamaha F40LEHA, Long shaft, tiller	\$ 5,680.00	\$ 5,680.00
				steer, electric start w/hose & fitting		
		Each	1	Battery and battery box	\$ 125.00	\$ 125.00
		Each	1	6 Gallon EPA Approved Fuel Tank	\$ 135.00	\$ 135.00
		Each	1	Motor Support	\$ 53.79	\$ 53.79
		Each	1	Piranaha Prop, 3 blade w/3 xtra blades	\$ 194.50	\$ 194.50
		Each	1	Galvanized Trailer, Custom Set for	\$ 2,660.00	\$ 2,660.00
				Zodiac Boat, Complete with		
				Bull horn winch stop, guides w/ led		
				Lights, spare tire w/ mount, and tongue		
				Jack, 2 5/16" bulldog receiver.		
		Each	1	Aluminum Trialer Tongue Box w/ Frame	\$ 555.00	\$ 555.00
		Each	1	Bow winch strap, complete w/shackles	\$ 165.00	\$ 165.00
		Set	1	Ratchet Tie Down Straps, set of 3	\$ 45.00	\$ 45.00
		Set	1	Lettering Plaque attached to boat	\$ 350.00	\$ 350.00
				black hypalon w/white reflective letterin		\$ -
				pricing is for 20 characters or less		\$ -
				installed		\$ -
		Hour	4	Labor	\$ 140.00	\$ 560.00
		Set	1	Foam Matting Installed on Aluminum	\$ 280.00	\$ 280.00
				Floorboards-Gray,		
		Each	1	Cowling Grab Handle, installed	\$ 415.00	\$ 415.00
Total					\$	19,018.29
Sales Tax						
Registration						
**Freight					\$	625.00
Grand Total					\$	19,643.29

Approval to process as an order

Signature _____ Date _____

PO # _____

FOB: Factory Ship Point

Delivery: Dependant on Stock at Time of Order

Terms: Net 30 w/Government PO

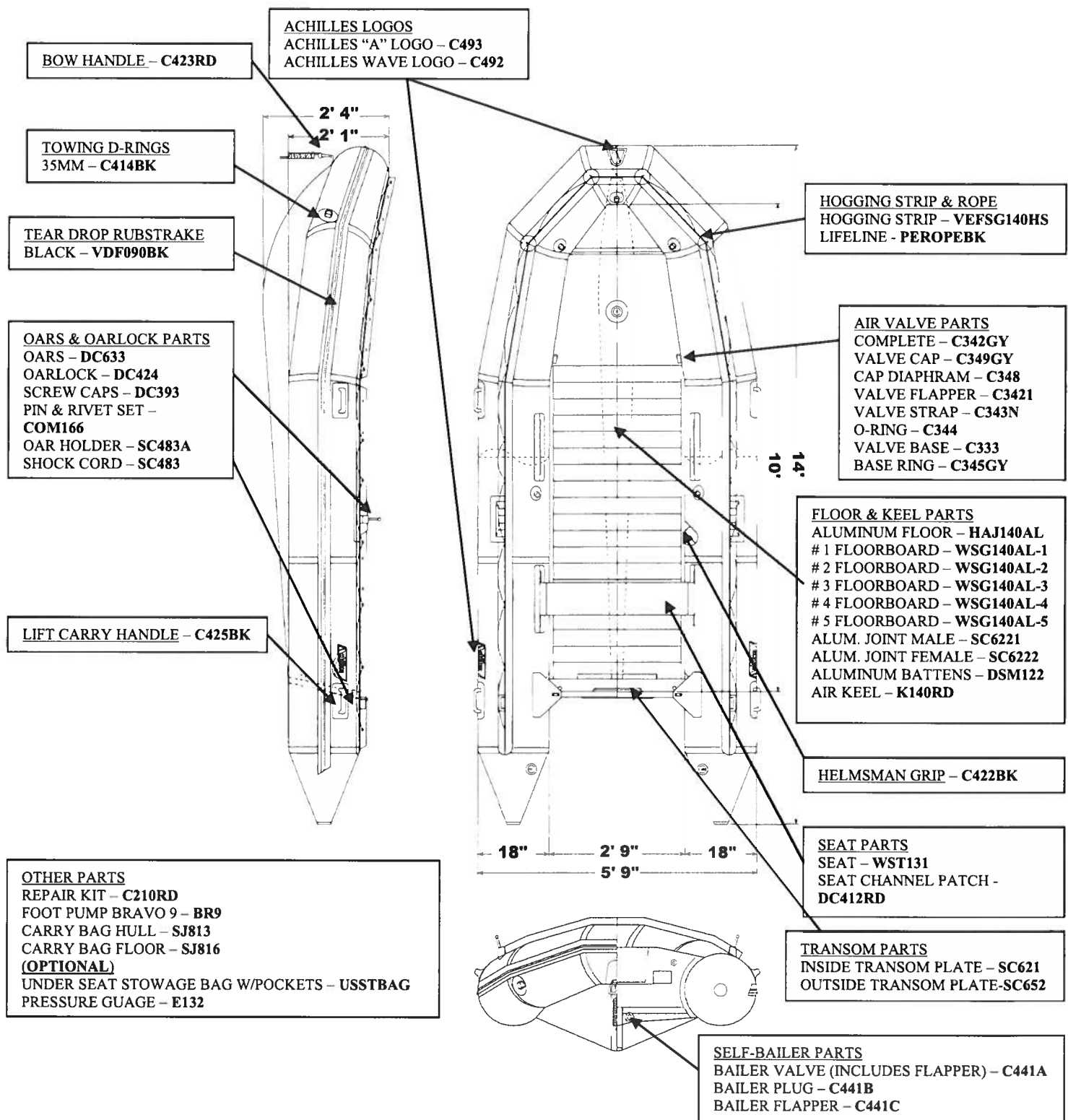
Pricing: 30 Days*

****Freight to Triad Marine
from Manufacturers.**

Customer to Pick Up at Triad

Notes: Estimated ETA for motor orders is 4/8 months ARO. Boat ETA is estimated late July to mid August., Trailers 8 weeks if not in stock

If you have any questions regarding this quote, please contact Tina Miller @ 281-334-0815
or tmiller@triadmarine.com



SG-140

2020

LINE DRAWING & PARTS LIST

2020 Boat Models & Parts

[DINGHIES \(/BOATMODELS/DINGHIES/\)](#) |
 [SPORT TENDERS \(/BOATMODELS/TENDERSANDSPORTBOATS/\)](#) |
 [RIGID HULLS \(/BOATMODELS/RIGIDHULLS/\)](#) |
 [SPORT UTILITY BOATS \(/BOATMODELS/SPORTUTILITY/\)](#) |
 [COMMERCIAL & RESCUE BOATS \(/BOATMODELS/COMMERCIAL/\)](#) |
 [RIVER BOATS \(/BOATMODELS/RIVER/\)](#)

Sport Utility Boats

SG-124

Length	12'4" (375 cm)
Load Capacity	1460 lbs. (660 kg)
Person Capacity	5
Maximum H.P.	35 standard

[FULL SPECS >](#)

SG-140

Length	14'0" (425 cm)
Load Capacity	1940 lbs. (880 kg)
Person Capacity	6
Maximum H.P.	50 long

[FULL SPECS >](#)

SG-140SV

Length	14'0" (425 cm)
Load Capacity	1940 lbs. (880 kg)
Person Capacity	6
Maximum H.P.	50 long

[FULL SPECS >](#)

SG-156

Length	15'6" (473 cm)
Load Capacity	2800 lbs. (1270 kg)
Person Capacity	8
Maximum H.P.	55 long

[FULL SPECS >](#)

SG SERIES

SPORT UTILITY SERIES

These "top-of-the-line" models continue to set the standard for inflatable sport boats.

Achilles SG boats offer a roomy, square bow configuration which provides room for extra gear, and an aluminum and fiberglass floor system* which delivers superior rigidity and durability. Achilles SG Sport boats bring performance and practicality together for better diving, fishing, or all-around sport boating pleasure. They are also perennial rescue and emergency boat favorites of fire departments, first responders and others around the world.

Our newest addition to the SG Sport Utility series is the SG-140SV. This new model shares most of the same standard features and specifications as our traditional SG-140 model, but incorporates intercommunicating valves and over-pressure relief valves in all the main air tube chambers. These additions give the end user the ability to inflate the entire boat (except for the keel) from a single inflation point using an SCBA or SCUBA compressed air bottle or

tank. It also allows for each chamber to be isolated in the event of damage to one of the chambers. This new inflation system is completely internal, there are no external hoses or hardware to get in the way. Although this is our first offering in the SG-SV series, we anticipate additional features and sizes to be added in the future. Currently available in Black only.

[FIND A DEALER >>](#)

UPCOMING EVENT: None scheduled, check back soon.

SG Standard Features include:

- Achilles CSM reinforced fabric
- Four-layer seam construction
- Air keel
- Aluminum and fiberglass* floorboards with aluminum stringer system
- Fiberglass encased transom with protective motor clamp plate
- Fuel tank tie-downs
- Two bailer valves
- Full-length teardrop rubbing strake
- Fold-down locking oar system with two-piece breakdown aluminum oars and oar holders (except SG-156)
- Bow carry handle
- Lift and carry handles
- Towing bridle D-rings
- Helmsman grip
- Full-length splash guard with lifelines
- Removable wood seat (except SG-156)
- Extra seat attachment patches
- Large, high-volume foot pump
- Double carry bag system
- Maintenance kit

Persons operating boats alone should exercise caution.

**SG-124 floorboards are aluminum and wood.*

Note: Boat images may be different than production models.



SG-140

[DOWNLOAD SCHEMATIC](#) [DOWNLOAD MANUAL](#) [PHOTOS \(/IMAGES/ GALLERY/ACH_SG-140_ACTION_SHOT_01.JPG\)](#)

Color	Red
Length	14'0" (425 cm)
Inside Length	10'0" (305 cm)
Beam	5'9" (175 cm)
Inside Beam	2'9" (85 cm)

Tube Diameter	18" (45 cm)	FIND A DEALER » UPCOMING EVENT: None scheduled, check back soon.
Weight	226 lbs. (102.5 kg)	
Load Capacity	1940 lbs. (880 kg)	
Person Capacity	6	
Recommended H.P.	30 (10-50) long	
Maximum H.P.	50 long	
Air Chambers	4 & keel	

Achilles Parts Search

Part Number or Item

SEARCH

» [Carry Bags \(/boatmodels/parts/viewcat/1\)](/boatmodels/parts/viewcat/1)
 » [D Rings & Lifting Rings \(/boatmodels/parts/viewcat/3\)](/boatmodels/parts/viewcat/3)
 » [Fabric & Seam Tape \(/boatmodels/parts/viewcat/4\)](/boatmodels/parts/viewcat/4)
 » [Rubstrake \(/boatmodels/parts/viewcat/6\)](/boatmodels/parts/viewcat/6)
 » [Hogging Strips \(/boatmodels/parts/viewcat/7\)](/boatmodels/parts/viewcat/7)
 » [Handles \(/boatmodels/parts/viewcat/8\)](/boatmodels/parts/viewcat/8)
 » [Fiberglass Console & Seat \(/boatmodels/parts/viewcat/5\)](/boatmodels/parts/viewcat/5)
 » [Boat Covers \(/boatmodels/parts/viewcat/40\)](/boatmodels/parts/viewcat/40)
 » [Inflatable Floors \(/boatmodels/parts/viewcat/9\)](/boatmodels/parts/viewcat/9)
 » [Floorboards \(/boatmodels/parts/viewcat/10\)](/boatmodels/parts/viewcat/10)
 » [Floorboard Battens \(/boatmodels/parts/viewcat/11\)](/boatmodels/parts/viewcat/11)
 » [Floorboard Batten Molds \(/boatmodels/parts/viewcat/12\)](/boatmodels/parts/viewcat/12)
 » [Floorboard Joints & Accessories \(/boatmodels/parts/viewcat/13\)](/boatmodels/parts/viewcat/13)
 » [Keels \(/boatmodels/parts/viewcat/14\)](/boatmodels/parts/viewcat/14)
 » [Logos \(/boatmodels/parts/viewcat/15\)](/boatmodels/parts/viewcat/15)
 » [Motor Mounts \(/boatmodels/parts/viewcat/16\)](/boatmodels/parts/viewcat/16)
 » [Oars \(/boatmodels/parts/viewcat/17\)](/boatmodels/parts/viewcat/17)
 » [Oarlocks & Accessories \(/boatmodels/parts/viewcat/18\)](/boatmodels/parts/viewcat/18)
 » [Pumps/Pressure Gauges \(/boatmodels/parts/viewcat/19\)](/boatmodels/parts/viewcat/19)
 » [Repair Kits \(/boatmodels/parts/viewcat/20\)](/boatmodels/parts/viewcat/20)
 » [Air Valves Components \(/boatmodels/parts/viewcat/21\)](/boatmodels/parts/viewcat/21)
 » [Bailer Valve Components \(/boatmodels/parts/viewcat/22\)](/boatmodels/parts/viewcat/22)
 » [Riverboat Valve Components \(/boatmodels/parts/viewcat/23\)](/boatmodels/parts/viewcat/23)
 » [Transom Parts \(/boatmodels/parts/viewcat/24\)](/boatmodels/parts/viewcat/24)
 » [Riverboats & Kayaks \(/boatmodels/parts/viewcat/26\)](/boatmodels/parts/viewcat/26)
 » [Seats \(/boatmodels/parts/viewcat/38\)](/boatmodels/parts/viewcat/38)
 » [Seat Attachments & Accessories \(/boatmodels/parts/viewcat/28\)](/boatmodels/parts/viewcat/28)



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: Jerry Burtner, Fire Chief

Re: Purchase of new handheld radios

Date: July 27, 2021

BACKGROUND

The Coweta Fire Department is currently using portable radios that are a minimum of 10 years old. This is at the end of the life cycle for these radios. Portable radios are our lifeline when on emergency scenes and are a vital piece of equipment.

The current model of radio we are using is Motorola XTS 5000. These radios have some safety concerns such as not being intrinsically safe in hazardous atmospheres and the fact that Motorola has stopped software support for this model.

The Coweta Fire Department is requesting the purchase of 7 new APX 6000 radios. These radios are compatible with our current radio and dispatch consoles. The radios are P25 compliant, which means they are programmed to work on the current OKWIN system. The radios are intrinsically safe, water resistant, GPS capable, and programmable. They also match what the Coweta Police Department is currently using. Due to the cost of the radios we are asking to replace all of our current radios over the next 3 years. The City submitted a grant application through FEMA's competitive Assistance to Firefighters Grants program this year to fund a portion of this purchase but has not received notice of any grant award.

We are asking for 7 radios, 5 chargers, and 7 microphones. The total cost this year is \$34,258.82 which has been included in the approved FY 22 budget at line item 12-5404.009.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the 7 radios, chargers, microphones for a total of \$34,258.82.



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: Jerry Burtner, Fire Chief

Re: Remount boxes on two ambulances

Date: July 27, 2021

BACKGROUND

The Coweta Fire Department currently has two ambulances, a 2012 Chevy 4500 and a 2016 Chevy 4500 with Osage Ambulance boxes mounted on them. Both of these units have more than 125,000 miles on their current chassis, which are at the end of their life expectancy.

The chassis will be replaced with new similar type chassis. The box mounts will be refurbished and placed on the new chassis.

The Coweta Fire Department is requesting the approval to proceed with the lease-purchase of the two new chassis and the refurbishing of the two boxes, to be done by Osage Ambulance Manufactory. The funding for these projects will come from the Wagoner County Rural Fire Fund, with lease payments budgeted in account 13-5363.095.

The quote for these projects is \$103,200.00 and \$102,470.00 respectfully. Bids and financing quotes will be facilitated by Wagoner County Purchasing.

STAFF RECOMMENDATION

Staff recommends a motion to approve these projects.



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: Michael Bell, Chief of Police

Re: Review and Approve New Memorandum of Agreement with Wagoner County SO Jail

Date: July 22, 2021

BACKGROUND

Currently the Coweta Police Department has a Contract with Wagoner County Jail to house municipal prisoners dated 1 June 2009. In this contract the City of Coweta agreed to pay \$27.00 per day per inmate housed by the jail on municipal charges.

On May 13, 2021, Wagoner County Jail contact the City and requested this contract to be updated and to increase the cost to house municipal inmates per day to \$58.75.

STAFF RECOMMENDATION

Staff recommends the council review and approve this new contract with the Wagoner County Jail and allow the Mayor to sign this contract and allow the City Manager to complete any other paperwork associated with this contract.

Attachments:

Copy of Old Contract

Copy of New Contract

CONTRACT FOR WAGONER COUNTY JAIL USAGE

The City of Coweta ("City"), a municipal corporation and the Board of County Commissioners of Wagoner County, on behalf of the Wagoner County Sheriff's Office ("County"), both being political subdivisions and agencies as defined by the applicable laws of the State of Oklahoma, hereby enter into this agreement as authorized by Title 74, Section 1008, of the Oklahoma Statutes. The parties hereto expressly agree as follows:

1. The County will allow the City to house municipal prisoners of the City in the Wagoner County Jail, if space is available.
2. The City will pay the County \$58.75 per day for each city prisoner housed in the jail on municipal charges.
3. City and County mutually recognize that each party is a governmental entity subject to the provisions of the Oklahoma Governmental Tort Claims Act ("OGTCA") (Title 51, Section 151 et seq., of the Oklahoma Statutes.) The City and the County hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, and the political subdivision shall only be liable for that percentage of total damages that corresponds to its percentage of total negligence. Nothing in this section shall be construed as increasing the liability limits imposed on the political subdivision under the OGTCA, nor waiving any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the OGTCA.
4. The County will provide prisoners of the City the same services that prisoners of the County are provided, and the City will have no costs associated with the usage of the jail other than the per day cost set forth above.
5. This Contract may be cancelled by either party by providing thirty (30) days written notice to the other party.
6. The City, if any public entity is determined liable, will be responsible for any medical expense incurred by a prisoner during the time the prisoner is held on behalf of the City, and will hold the County harmless from any liability for said expenses.
7. Upon execution, this agreement constitutes the entire agreement of the parties and if any portion thereof is found to be invalid, the surviving portion shall remain in full force and effect.

DATED THIS _____ DAY OF _____, 2021.

CITY OF COWETA

APPROVED:

Mayor

City Attorney

ATTEST:

City Clerk

BOARD OF COUNTY COMMISSIONERS
OF WAGONER COUNTY

APPROVED:

Chairman

District Attorney

Commissioner

Commissioner

ATTEST:

County Clerk

COPY

CONTRACT FOR WAGONER COUNTY JAIL USAGE

The City of Coweta ("City"), a municipal corporation, and Wagoner County, Oklahoma ("County"), both being political subdivisions and agencies as defined by the applicable laws of the State of Oklahoma, hereby enter into this agreement as authorized by Title 74, Section 1008, of the Oklahoma Statutes. The parties hereto expressly agree as follows:

1. The County will allow the City to house municipal prisoners of the City in the Wagoner County jail, if space is available.
2. The City will pay the County \$27.00 per day for each City prisoner housed in the jail on municipal charges.
3. The City will hold the County harmless from any liability for claims brought against the County as a result of any action of the City or its' employees; the County will hold the City harmless from any liability for claims brought against the City as a result of any action of the County or its' employees.
4. The County will provide prisoners of the City the same services as prisoners of the County are provided, and the City will have no costs associated with the usage of the jail other than the per day cost set forth above.
5. This Contract may be cancelled by either party by providing thirty (30) days written notice to the other party.
6. The City, if any public entity is determined to be liable, will be responsible for any medical expense incurred by a prisoner during the time the prisoner is held on behalf of the City, and will hold the County harmless from any liability for said expenses.
7. Upon execution, this agreement constitutes the entire agreement of the parties and if any portion thereof is found to be invalid, the surviving portion shall remain in full force and effect.

DATED THIS 1ST DAY OF JUNE, 2009.



CITY OF COWETA


ROBERT MORTON, MAYOR

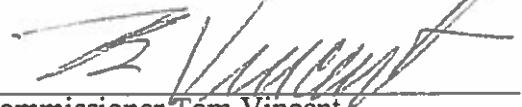
ATTEST:

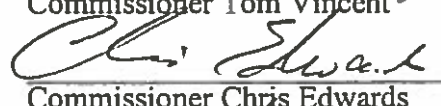

JOYCE TERRY, CITY CLERK

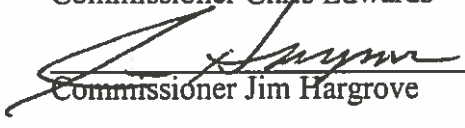
APPROVED:


DAVID L. WEATHERFORD, CITY ATTORNEY

WAGONER COUNTY COMMISSIONERS



Commissioner Tom Vincent

Commissioner Chris Edwards

Commissioner Jim Hargrove

COPY

CITY OF COWETA

PO BOX 850
108 N BROADWAY

COWETAOK74429

(918)486-2189

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 485-7794

To: WAGONER COUNTY SHERIFF

Of:

From: JOYCE TERRY

Date: JUNE 1, 2009



DOCUMENTS	NUMBER OF PAGES*
CONTRACT FOR JAIL USAGE	2

The original is in the mail and will need Wagoner County Signatures.

Thanks

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT.