



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, SEPTEMBER 13, 2021 6:00 P.M.**

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the 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. CHANGE ORDERS - 289TH E AVENUE

AFFIRMATION OF THE CITY MANAGER'S APPROVAL OF CHANGE ORDERS
NO. 1 AND NO. 2 IN FAVOR OF A & A ASPHALT RELATED TO THE S 289TH
E AVENUE PROJECT, INCREASING THE COST OF THAT PROJECT FROM
\$96,527.00 TO \$115,193.35. (ROGER KOLMAN, CITY MANAGER)

Documents:

[210913 STAFF REPORT CHANGE ORDERS S 289TH E AVENUE.PDF](#)
[210913 CHANGE ORDER NO 1 - 289TH E AVENUE.PDF](#)
[210913 CHANGE ORDER NO. 2 - S 289TH E AVE.PDF](#)

2. 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)

Documents:

[210802 MINUTES OF THE CITY COUNCIL.PDF](#)

VI. PROCLAMATIONS/PRESENTATIONS

1. PRESENTATION ON COWETA'S COMMUNICATIONS STRATEGY

PRESENTATION BY PUBLIC INFORMATION OFFICER MANDY VAVRINAK REGARDING CITY COMMUNICATIONS STRATEGY.

2. PRESENTATION ON FIRSTSTEP PAVEMENT MAINTENANCE PROGRAM

PRESENTATION ON FIRSTSTEP PAVEMENT MAINTENANCE PROGRAM. (WES RICHTER, PUBLIC WORKS DIRECTOR/ROGER KOLMAN, CITY MANAGER)

VII. OLD BUSINESS

1. PURCHASE OF FIRE ENGINE

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE PURCHASE OF ONE (1) 96" SIDE MOUNT CUSTOM CAB PUMPER FROM HME AHRENS-FOX MANUFACTURING IN THE AMOUNT OF FOUR HUNDRED SEVEN THOUSAND DOLLARS AND NO CENTS (\$407,000.00) USING STATE OF OKLAHOMA PURCHASING CONTRACT SW0240. (JERRY BURTNER, FIRE CHIEF)

Documents:

[210913 STAFF REPORT PURCHASE OF ENGINE 1.PDF](#)
[210913 HME CUSTOM SILVER FOX QUOTE.PDF](#)

2. PURCHASE OF FIRE RESCUE

DISCUSSION AND POSSIBLE ACTION ON THE PURCHASE OF ONE (1) MEDIUM DUTY RESCUE APPARATUS FROM DEEP SOUTH FIRE TRUCKS, INC. IN THE AMOUNT OF TWO HUNDRED SIXTY-ONE THOUSAND FORTY-TWO DOLLARS AND NO CENTS (\$261,042.00) USING STATE OF OKLAHOMA PURCHASING CONTRACT SW0240. (JERRY BURTNER, FIRE CHIEF)

Documents:

[210913 STAFF REPORT PURCHASE OF RESCUE 1.PDF](#)
[210913 DEEP SOUTH FIRE TRUCKS QUOTE.PDF](#)

3. ORDINANCE 847 AMENDING PART 4 SECTION 4-112

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE

NO. 847, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING PART 4 SECTION 4-112 KENNEL PERMITS OF THE COWETA CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY AND DECLARING AN EMERGENCY. (MIKE BELL, CHIEF OF POLICE)

Documents:

[210913 STAFF REPORT ORDINANCE 847.PDF](#)
[210913 ORDINANCE 847 AMENDING PART 4 SECTION 112.PDF](#)

4. DECLARATION OF AN EMERGENCY ORDINANCE 847
DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 847 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.
5. INTERAGENCY AGREEMENT
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF AN INTERAGENCY AGREEMENT WITH THE OKLAHOMA WATER RESOURCES BOARD REGARDING THE PERFORMANCE OF A HYDROGRAPHIC SURVEY. (ROGER KOLMAN, CITY MANAGER)

Documents:

[210913 STAFF REPORT INTERAGENCY AGREEMENT.PDF](#)
[210913 INTERAGENCY AGREEMENT.PDF](#)

6. AMENDMENT OF AGREEMENT
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE FIRST AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE DATED DECEMBER 28, 2017, BETWEEN THE CITY OF COWETA AND THE COWETA PUBLIC WORKS AUTHORITY AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5. (ROGER KOLMAN, CITY MANAGER)

Documents:

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

7. RESOLUTION 2021-27 PUBLIC INFRASTRUCTURE
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE ALTA SURVEY FOR THE COWETA TRAILS DEVELOPMENT LOCATED WITHIN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (ROGER KOLMAN, CITY MANAGER)

Documents:

[210913 STAFF REPORT RESOLUTION 2021-27.PDF](#)
[210913 RESOLUTION 2021-27 ACCEPTING PUBLIC INFRASTRUCTURE.PDF](#)
[210913 COWETA TRAILS ALTA ASBUILT 30915 8-26-21-SHEET 1.PDF](#)

8. CDBG GRANT AWARD

DISCUSSION AND POSSIBLE ACTION TO ACCEPT A CDBG GRANT IN THE AMOUNT OF \$299,999.00 FOR WATER SYSTEM IMPROVEMENTS AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE GRANT (CONTRACT 18229 CDBG 21). (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[210913 STAFF REPORT CDBG GRANT.PDF](#)
[CONTRACT 18229 CDBG 21.PDF](#)

9. RESOLUTION 2021-25 REGARDING BUDGET AMENDMENTS FY 21-22

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-25, 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:

[210913 STAFF REPORT RESOLUTION 2021-25.PDF](#)
[210913-SUPPLEMENTALS RESO 2021-25-GOVT.PDF](#)

VIII. NEW BUSINESS

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

IX. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL BY 9:00 A.M. ON THE DATE OF THE MEETING.



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/Board of Trustees
From: Roger Kolman, City Manager
Re: Change Orders No. 1 and No. 2
Date: 9/13/21

BACKGROUND

Coweta's 2021 Road Maintenance projects were scoped in April, released for bids in May, and awarded by the City Council in July of 2021. In the interim, the condition of S 289th E Avenue continued to deteriorate, resulting in a larger area of asphalt that needed to be removed and replaced. Additionally, the bid scope for the project asked for a removal and replacement of 8" of subgrade materials. Once the contractor began construction, it was discovered that the removal and replacement of a significantly larger volume of subgrade would be necessary to stabilize the roadway for the long run. This project was completed on September 1st.

The resulting change orders necessitated an increase in cost of labor and materials from \$96,527.00 to \$115,193.35 for this project. The change orders have been reviewed by the City Engineer and approved.

STAFF RECOMMENDATION

Staff recommends affirmation of the City Manager's action to approve change orders No. 1 and No. 2 related to the S 289th E Avenue project.

ATTACHMENTS

Change Order No. 1 and No. 2.

Change Order #1

PROJECT: 2021 City of Coweta Road Maintenance Project (Location #4)

Change Order Date: 8/20/21

TO: City of Coweta
310 S. Broadway,
Coweta , OK

FROM: A&A Asphalt, Inc.
PO Box 1323
Broken Arrow, Ok 74013

The Contract is changed as follows:

Item 1 – Install an additional 2,313 SF of patching	\$13,531.05
Item 2 – Remove and replace 195 SF of concrete driveway with HMA	\$1,140.75

The original Contract Sum was	\$96,527.00
The net change by previously change order is	\$0.00
The Contract Sum prior to the Change Order was	\$96,527.00
The Contract Sum will be increased by this Change Order in the amount of	\$14,671.80
The new Contract Sum including the Change Order will be	\$111,198.80

A&A Asphalt, Inc.
PO Box 1323
Broken Arrow, OK 74013

City of Coweta
310 S. Broadway .
Coweta OK

Jacob Childers

By (Signature)

8/20/21

Date

[Signature]

By (Signature)

8/20/21

Date

Change Order #2

PROJECT: 2021 City of Coweta Road Maintenance Project (Location #4)

Change Order Date: 9/2/21

TO: City of Coweta
310 S. Broadway,
Coweta , OK

FROM: A&A Asphalt, Inc.
PO Box 1323
Broken Arrow, Ok 74013

The Contract is changed as follows:

Item 1 – Contract to be paid by the ton of material used. This change will remove the basis of payment from a "Square Foot" unit price to a "TON" unit price upon the submission of our pay application.

The original Contract Sum was	\$96,527.00
The net change by previously change order is	\$14,671.80
The Contract Sum prior to the Change Order was	\$111,198.80
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,994.55
The new Contract Sum including the Change Order will be	\$115,193.35

A&A Asphalt, Inc.
PO Box 1323
Broken Arrow, OK 74013

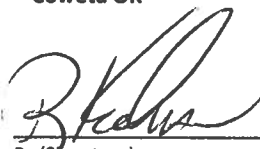
City of Coweta
310 S. Broadway .
Coweta OK

Jacob Childers

By (Signature)

9/1/21

Date



By (Signature)

9/2/21

Date

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 2, 2021 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, August 2, 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

There were no City Council comments.

V. CONSENT

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

1. Quarterly Review of Coweta's 911 System for the quarter ending March 31, 2021.
2. Agreement with Ki Bois Community Action Foundation.
3. Minutes of the Coweta City Council Regular Meeting held on July 12, 2021.

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

VI. OLD BUSINESS

1. Bridge Inspection

City Manager Roger Kolman discussed a proposed contract with Guy Engineering to inspect the bridges located on 121st Street South and South Bristow Avenue.

Motion by Harold Chance, second by Randy Woodward to approve the contract with Guy Engineering.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 2, 2021 6:00 P.M.**

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

2. Resolution 2021-24

Roger Kolman presented information on Resolution 2021-24 to approve the acceptance of road right-of-way from Braxton and Whitney Lowery.

Motion by Evette Young, second by Harold Chance to adopt Resolution 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, Wagner County, Oklahoma.

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

3. Final Plat – Way Maker Acres

Roger Kolman discussed a development project owned by The Way Nazarene Church. The Planning Commission recommended approval of the final plat at its July 19, 2021 meeting with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

Motion by Randy Woodward, second by Harold Chance to approve the Way Maker Acres final plat with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

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

4. Resolution 2021-23 Regarding Budget Amendments FY 21-22

Julie Casteen, Assistant City Manager, presented information on proposed budget amendments.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2021-23, a resolution of the City Council of the City of Coweta, Oklahoma adopting amendments to

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 2, 2021 6:00 P.M.**

the annual revenues and appropriations for the Budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2022.

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

5. Purchase of Rescue Boat and Trailer

Fire Chief Jerry Burtner discussed the need for a new boat and trailer for swift water rescue operations.

Motion by Harold Chance, second by Randy Woodward to approve the purchase of an Achilles SG140 rescue boat and trailer for the Coweta Fire department, in the amount of Nineteen Thousand Six Hundred Forty-Three Dollars and Twenty-Nine Cents (\$19,643.29).

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

6. Radio Purchase

Jerry Burtner presented information regarding the purchase of seven Motorola radios and accessories.

Motion by Evette Young second by Logan Brown, to approve the purchase of seven Motorola APX 6000 radios and associated accessories from Motorola for the Coweta Fire Department in the amount of Thirty-Four Thousand Two Hundred Fifty-Eight Dollars and Eighty-Two Cents (\$34,258.82).

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 2, 2021 6:00 P.M.**

7. Remount of Two Ambulances

Jerry Burtner described the need to remount two ambulances. Funding would come from Wagoner County Rural Fire Tax Funds, with the purchasing process to be handled by Wagoner County.

Motion by Randy Woodward, second by Harold Chance to approve the remount of two ambulances using Wagoner County Rural Fire Tax funds.

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

8. Wagoner County Jail Contract

Police Chief Mike Bell presented a revised contract with Wagoner County to house inmates being held on municipal charges.

Motion by Randy Woodward, second by Harold Chance to approve a contract with Wagoner County for jail services.

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

VII. NEW BUSINESS

There was no new business.

IX. ADJOURNMENT

Mayor Young adjourned the meeting at 6:10 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 and City Council

From: Jerry Burtner, Fire Chief

Re: Purchase of Engine 1

Date: September 2, 2021

BACKGROUND

The Coweta Fire Department currently has three primary response apparatus in service, Engine 1 is a 2001 E-One custom built engine, Engine 2 is a 2007 E-One commercial built engine, and Rescue 1 is a 2008 light duty rescue built on a Ford F550 chassis. Engine 1 is a custom built 4-door 4-person cab and chassis that serves as the first due engine on structure fires.

The FY 22 adopted budget includes a line item for \$550,000 to replace Engine 1 with a similar custom cab design.

STUDY

A committee of firefighters and the Chiefs spent several hours over the course of many weeks discussing the current and future operational needs of the Department regarding fire response. The committee visited several neighboring fire departments to look at and drive their newer engines and discuss with their staff the pros and cons of the apparatus that those departments have purchased recently.

The committee found that the Coweta Fire Department needs a 4 door custom type chassis for fire suppression operations and a 2-door commercial built medium rescue truck for the many different rescue operations that we conduct.

The State of Oklahoma bid list includes fire apparatus, which led the committee to the manufacturer HME Ahrens Fox. This company has a 96" Side Mount Custom Cab Pumper on the production line that would be available to the City of Coweta for \$407,000 with an estimated delivery date in January of 2022. This purchase price is \$143,000 less than the estimate used for budget purposes.

While looking at the future needs of the Department, the need to replace Rescue 1 as well became the next topic of discussion. Rescue 1 has served its purpose, but in doing so has stretched the limits of its weight capacity as currently outfitted. Using the same State of Oklahoma bid list, the committee found that Deep South, the manufacturer of the Department's tanker, has a 2-door commercial engine that can be built as a medium duty rescue truck that will be safer to drive and be able to carry the weight and amount of rescue equipment that we need. This truck, being the shorter chassis, would also give us the

turning radius we need to navigate the streets in our run area. The price of this truck is approximately \$270,000. By going with the commercial cab versus the custom cab, the estimated delivery time for this apparatus shrinks from 24-36 months to around 12 months.

EXISTING EQUIPMENT

While both Engine 1 and Rescue 1 are at or nearing the end of their useful lives as first due equipment, it does not mean that they have become obsolete. As such, the Department would like to find storage for both apparatus and hold them as reserve apparatus in case of equipment failure for the first due equipment or as backup for major events. If the city can construct a new station in the northern portion of the run coverage area, these two apparatuses could be used as the primary response from that station until new equipment is obtained. Rescue 1's useful life within the Department will be extended through some minor reconfiguration to reduce the weight of the vehicle.

STAFF RECOMMENDATION

Staff recommends the purchase of one (1) 96" Side Mount Custom Cab Pumper from HME Ahrens-Fox Manufacturing in the amount of four hundred seven thousand dollars and no cents (\$407,000.00) using State of Oklahoma Purchasing Contract SW0240.

Route 66 Emergency Equipment LLC
PROPOSAL for PURCHASE

Sept 8, 2021

To: Deputy Chief Brian Woodward

Coweta, OK Fire Department

Coweta, OK 74429

Ref: Prev Aug 23, 2021 Proposal HME Silver Fox Rescue/Pumper

The undersigned is prepared to arrange for you, upon an order being placed by you, and acceptance of same by the HME Ahrens-Fox Truck Manufacturing Company, the manufacture of and with equipment described on the herein named:

HME Custom Silver Fox SFO 96" Side Mount Pumper

With no State, Federal or Local taxes included, for quantity one (1) of the side-mount pumper per the item descriptions referenced attached Stripper and related engineering drawing for the following Bid Price:

FOUR HUNDRED SEVEN THOUSAND DOLLARS AND NO CENTS.

\$407,000.00

The Apparatus and Equipment described herein is presently in production at the Wyoming, MI plant of the HME Ahrens-Fox Truck Manufacturing Company with the now expected completion date of approximately January 25, 2022 for delivery from the HME Truck Manufacturing Company in Wyoming, MI. The stated sell price does include the State of Oklahoma NASPO admin fee of One (1) Percent sell price and the NASPO administrative fee of One Quarter (0.25) percent of the sell price so that the stated Bid Price does include the combined 1.25% of the sell price of the apparatus with the understanding the NASPO Value Point Co-op program will be used. For clarification at this time, the price does not include costs for possible travel by Members of the Coweta, OK Fire Department to the Wyoming, MI manufacturing plant for possible meetings to discuss the Design, Manufacture, Testing, or final inspection of the apparatus. The price also does not include costs of delivery of the apparatus from the HME Manufacturing Plant near Grand Rapids, MI to the Coweta, OK Fire Department.

The specification items contained in the referenced enclosed Quote Stripper for this apparatus shall form a part of a final contract, and are subject to changes desired by the purchaser, provided such alterations are defined prior to the acceptance by the Company of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus. Upon signature of the Purchase Contract by the Coweta Fire Department and the HME Ahrens-Fox Truck Manufacturing Company, a Pre-Construction Conference will be held with at a minimum, Qualified Representatives of the Fire Department and myself representing the Route 66 Emergency Equipment Dealership to ensure all specifications are correct and approved prior to any beginning of construction.

In addition, enclosed in this binder are printed detailed specifications of the apparatus consistent with the Stripper. It should be mentioned that the specific SN 23850 is available for purchase at any time by any party and making it available at this time does not guarantee its availability. Its availability can be assured by deposit of ten (10) percent of the stated purchase price.

If this proposal is not accepted by the purchaser within thirty (30) days from the date of this proposal, we reserve the right to withdraw this proposal.

Robert, J Krumel, Director of Sales
Route 66 Emergency Equipment
906 S 12th St, Broken Arrow, OK 74012


Sept 8, 2021



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 Rescue 1

Date: September 2, 2021

BACKGROUND

The Coweta Fire Department currently has three primary response apparatus in service, Engine 1 is a 2001 E-One custom built engine, Engine 2 is a 2007 E-One commercial built engine, and Rescue 1 is a 2008 light duty rescue built on a Ford F550 chassis. Engine 1 is a custom built 4-door 4-person cab and chassis that serves as the first due engine on structure fires.

The FY 22 adopted budget includes a line item for \$550,000 to replace Engine 1 with a similar custom cab design.

STUDY

A committee of firefighters and the Chiefs spent several hours over the course of many weeks discussing the current and future operational needs of the Department regarding fire response. The committee visited several neighboring fire departments to look at and drive their newer engines and discuss with their staff the pros and cons of the apparatus that those departments have purchased recently.

The committee found that the Coweta Fire Department needs a 4 door custom type chassis for fire suppression operations and a 2-door commercial built medium rescue truck for the many different rescue operations that we conduct.

The State of Oklahoma bid list includes fire apparatus, which led the committee to the manufacturer HME Ahrens Fox. This company has a 96" Side Mount Custom Cab Pumper on the production line that would be available to the City of Coweta for \$407,000 with an estimated delivery date in January of 2022. This purchase price is \$143,000 less than the estimate used for budget purposes.

While looking at the future needs of the Department, the need to replace Rescue 1 as well became the next topic of discussion. Rescue 1 has served its purpose, but in doing so has stretched the limits of its weight capacity as currently outfitted. Using the same State of Oklahoma bid list, the committee found that Deep South, the manufacturer of the Department's tanker, has a 2-door commercial engine that can be built as a medium duty rescue truck that will be safer to drive and be able to carry the weight and amount of rescue equipment that we need. This truck, being the shorter chassis, would also give us the

turning radius we need to navigate the streets in our run area. The price of this truck is approximately \$270,000. By going with the commercial cab versus the custom cab, the estimated delivery time for this apparatus shrinks from 24-36 months to around 12 months.

EXISTING EQUIPMENT

While both Engine 1 and Rescue 1 are at or nearing the end of their useful lives as first due equipment, it does not mean that they have become obsolete. As such, the Department would like to find storage for both apparatus and hold them as reserve apparatus in case of equipment failure for the first due equipment or as backup for major events. If the city can construct a new station in the northern portion of the run coverage area, these two apparatuses could be used as the primary response from that station until new equipment is obtained. Rescue 1's useful life within the Department will be extended through some minor reconfiguration to reduce the weight of the vehicle.

STAFF RECOMMENDATION

Staff recommends the purchase of one (1) Medium Duty Rescue Apparatus from Deep South Fire Trucks, Inc. in the amount of two hundred sixty-one thousand forty-two dollars and no cents (\$261,042.00) using State of Oklahoma Purchasing Contract SW0240.



APPARATUS PURCHASE AGREEMENT

1. **PARTIES.** The parties to this contract are the Coweta Fire Department, 214 N. Broadway St., Coweta, OK 74429 (hereinafter the BUYER), and Deep South Fire Trucks, Inc., 2342 U.S. Highway 49 North, P.O. Box 293, Seminary, Mississippi (hereinafter the SELLER).

2. **AGREEMENT.** This Purchase Agreement and incorporated Medium Duty Rescue Specifications form the total Agreement between the BUYER and SELLER and supersedes all previous verbal discussions and/or written agreements. The SELLER agrees to furnish to the BUYER, and the BUYER agrees to purchase from the SELLER the chassis, tank, and associated equipment as defined in the Specifications as approved by the BUYER and SELLER and contained in this Agreement. In the event there is any conflict between previous specifications or verbal agreements between the customer and Deep South Fire Trucks, Inc. it is agreed between the parties that the apparatus and equipment shall meet only the specifications attached hereto, and no other.

3. **DELIVERY.** The specified Medium Duty Rescue shall be delivered to the BUYER in approximately 150-180 days for an in stock HV chassis from the receipt of the signed Purchase Agreement from the BUYER, and signed acceptance by the SELLER at the Seller's Corporate Headquarters in Seminary, Mississippi. Delivery shall be approximately 280-300 days if specified MV chassis is ordered.

4. **FORCE MAJEURE.** The SELLER shall not be held liable for any failure or delay in performance under this Agreement to the extent said failures are proximately caused by causes beyond the SELLER'S reasonable control and occurring without its fault of negligence, including, without limitation, labor strikes, fires, accidents, acts of nature, failure of suppliers, subcontractors, carriers, or party to substantially meet performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the SELLER shall give written notice, with full details, to the BUYER following the occurrence of the cause of delay within forty-eight (48) hours of the occurrence.



5. TERMS. This Agreement is a “zero-dollars-down” contract which means that neither BUYER nor Fire department funds will be used to pay any money to the SELLER until the vehicle is delivered. The SELLER shall carry 100% of the risk of this Agreement until delivery to the BUYER. The BUYER shall provide to the SELLER the following consideration at the time of delivery:

\$ 261,042.00 Total Sale Price

6. PAYMENT. Payment will be made in full upon completion at Deep South or delivery to Fire Department. Deep South shall invoice the fire department 15 days prior to completion or delivery so department can arrange funds to be made available. Deep South shall retain all ownership rights until the unit is paid for in full. If payment is not made available at time of completion, Deep South Fire Trucks reserves the right to a service charge of \$300.00 per calendar day.

COWETA FIRE DEPARTMENT (BUYER):

Signature: _____ Date: _____
Print Name: _____ Title: _____

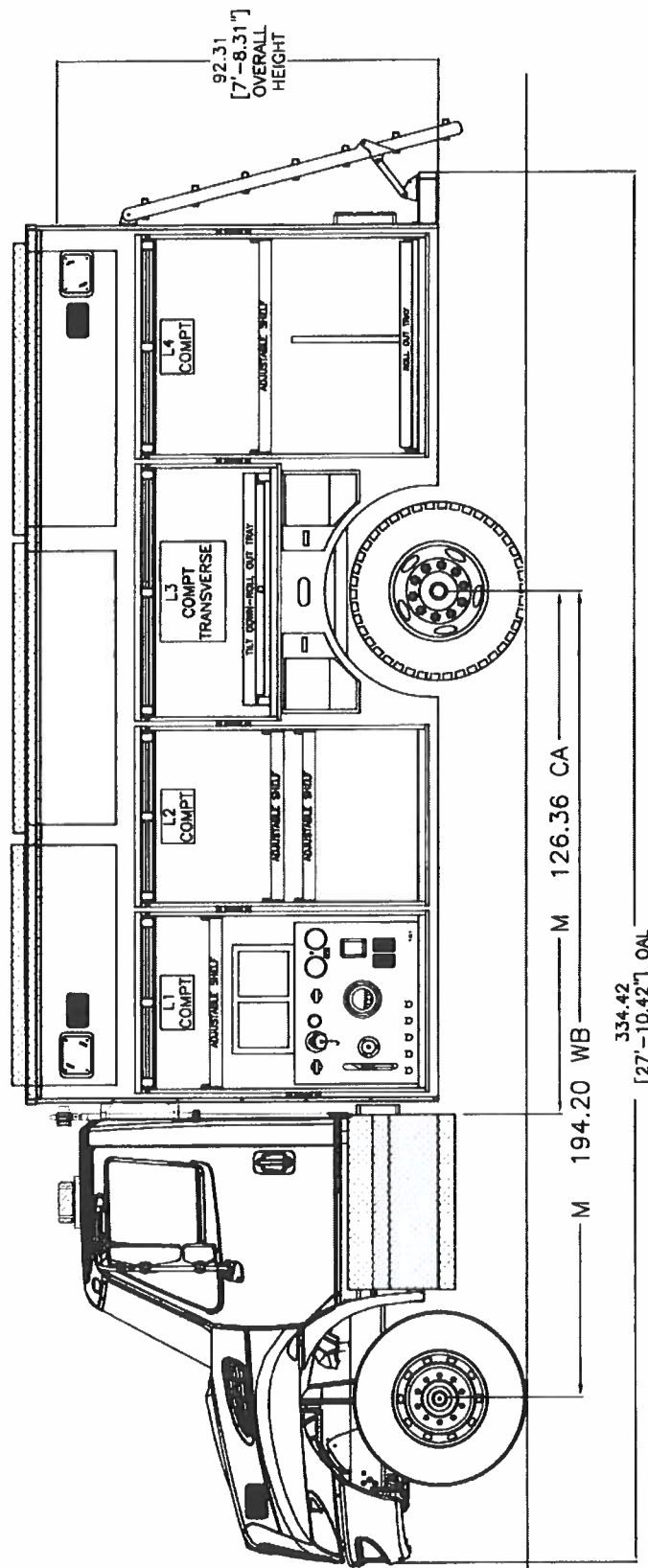
DEEP SOUTH FIRE TRUCKS, INC. (SELLER):

Signature: _____ Date: _____
Print Name: _____ Title: _____



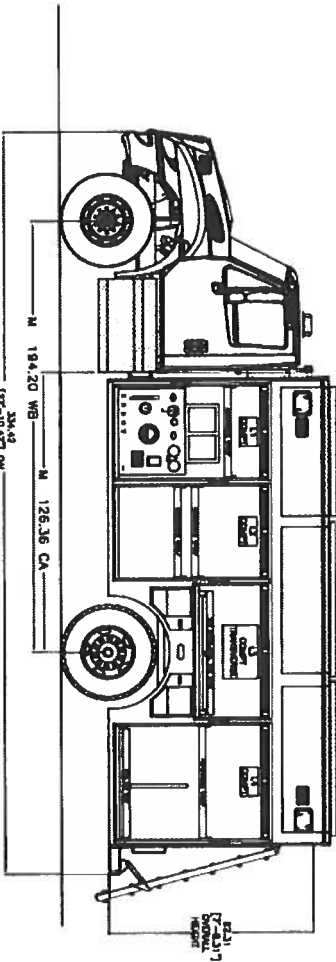
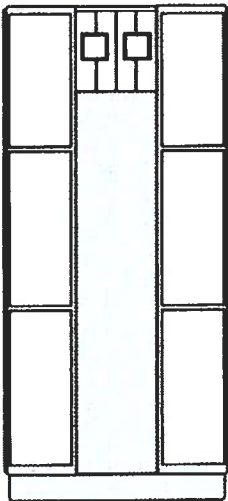
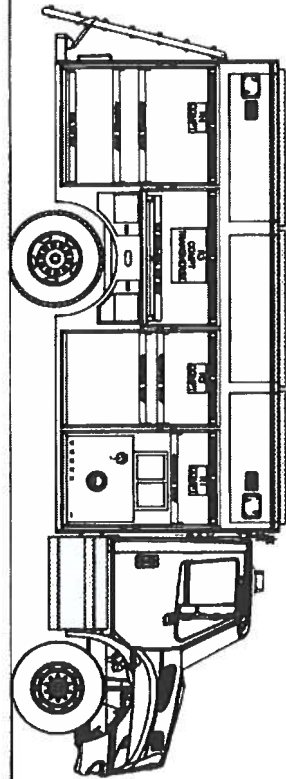
DRAWINGS MAY SHOW SOME OPTIONS. IF DISCREPANCIES EXIST BETWEEN DRAWING AND THE WRITTEN SPECS., THE WRITTEN SPECS. WILL PREVAIL, AS FURNISHED BY DEEP SOUTH.

DESCRIPTION	DATE	APPROVED
COWETA RESCUE	5/5/21	DEA

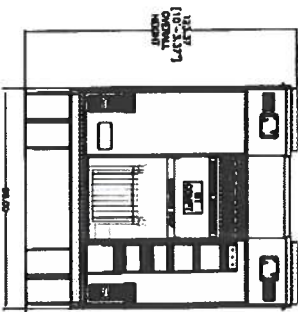




DRAWINGS MAY SHOW SOME OPTIONS. IF DISCREPANCIES EXIST BETWEEN DRAWING AND THE WRITTEN SPECS, THE WRITTEN SPECS. WILL PREVAIL, AS FURNISHED BY DEEP SOUTH.



M 194.20 WB M 126.36 CA
33x42
[77-1047] 04



DESCRIPTION	DATE	APPROVED
COWETA RESCUE	5/5/21	DEA

Copyright © 2021 by Deep South The Vehicle Bldg. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without permission in writing from Deep South The Vehicle Bldg.



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: Chief of Police, Michael Bell
Re: Request Change to City Ordinance
Date: September 2, 2021

BACKGROUND

During the past few months, the Coweta Animal Control Officers has dealt with two homes within the city limits of Coweta where the owners had significantly more than three adult cats within the residence. Due to the current wording of Part 4 Section 4-112 of the Coweta City Code, which is specific only to dogs, our ACO could not cite or encourage the homeowner to comply by reducing the number of adult cats on the premises.

Below is the current wording:

A. It is unlawful for any person to keep more than three (3) dogs over three (3) months of age within the limits of the city, unless the area on which the dogs are kept is being used as a kennel and the area is properly zoned for a kennel.

To help minimize the number of animals within any residence or business in the community for the health, safety and welfare of the occupants and their neighbors, staff recommends amending the ordinance to include cats.

STAFF RECOMMENDATION

Staff recommends the adoption of Ordinance 847, amending Part 4 Section 4-112 of the City Code.

ATTACHMENTS

Ordinance 847

-

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 847

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING PART 4, SECTION 4-112 KENNEL PERMITS, OF THE COWETA CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Coweta, Oklahoma finds that the health, safety and welfare of its citizens can be adversely affected by the presence of a concentration of domesticated animals in one location, and

WHEREAS, it is the desire of the Mayor and City Council to protect the health, safety and welfare of Coweta's citizens.

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

SECTION 1. AMENDATORY. Part 4, Section 4-112 (A) is hereby amended to read as follows:

It is unlawful for any person to keep more than three (3) dogs or cats, or combination of both, provided such combination does not collectively exceed three (3) in number, over three (3) months of age within the limits of the city, unless the property on which the dogs or cats are kept is being used as a kennel and the property has received the necessary Specific Use Permit for the operation of said kennel.

SECTION 2. REPEALER. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 3. SEVERABILITY. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION 4. DECLARING AN EMERGENCY. That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

PASSED AND APPROVED this 13th day of September 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

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, Members of the City Council/Board of Trustees
From: Roger Kolman, City Manager
Re: Interagency Agreement
Date: 9/13/21

BACKGROUND

The Oklahoma Water Resources Board has agreed to utilize their staff and equipment to provide a hydrographic survey of the oxbow off the Verdigris River that is the source of Coweta's raw water supply. The survey is intended to determine the long-term viability of that water source for the city's domestic water system. The cost of the survey is \$13,638.00.

STAFF RECOMMENDATION

Staff recommends approval of the Interagency Agreement.

ATTACHMENTS

Interagency Agreement.

INTERAGENCY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

unless terminated at an earlier date. Either party may, upon 30 days prior written notice to the other party, terminate this Contract. The services rendered through the date of termination and all products resulting there from shall be the property of the City and the City shall compensate Board for the same.

5. **WORKERS COMPENSATION.** The OWRB agrees, acknowledges and warrants that it currently provides for and shall continue to provide for, in full force and effect during the duration of this Agreement, such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by the OWRB hereunder.
6. **AMENDMENT.** Subject to and upon the mutual written consent and approval of both parties, this Contract may be amended, modified or extended at any time.
7. **GOVERNING LAW.** This Agreement is governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

OKLAHOMA WATER RESOURCES BOARD

Matt Muller
Chairman

ATTEST:

Jennifer Castillo
Secretary

Date

CITY OF COWETA

Evette Young
Mayor

ATTEST:

Julie Casteen
City Clerk

Date

Scope of Work

Coweta Oxbow Hydrographic Survey

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

Survey Plan

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

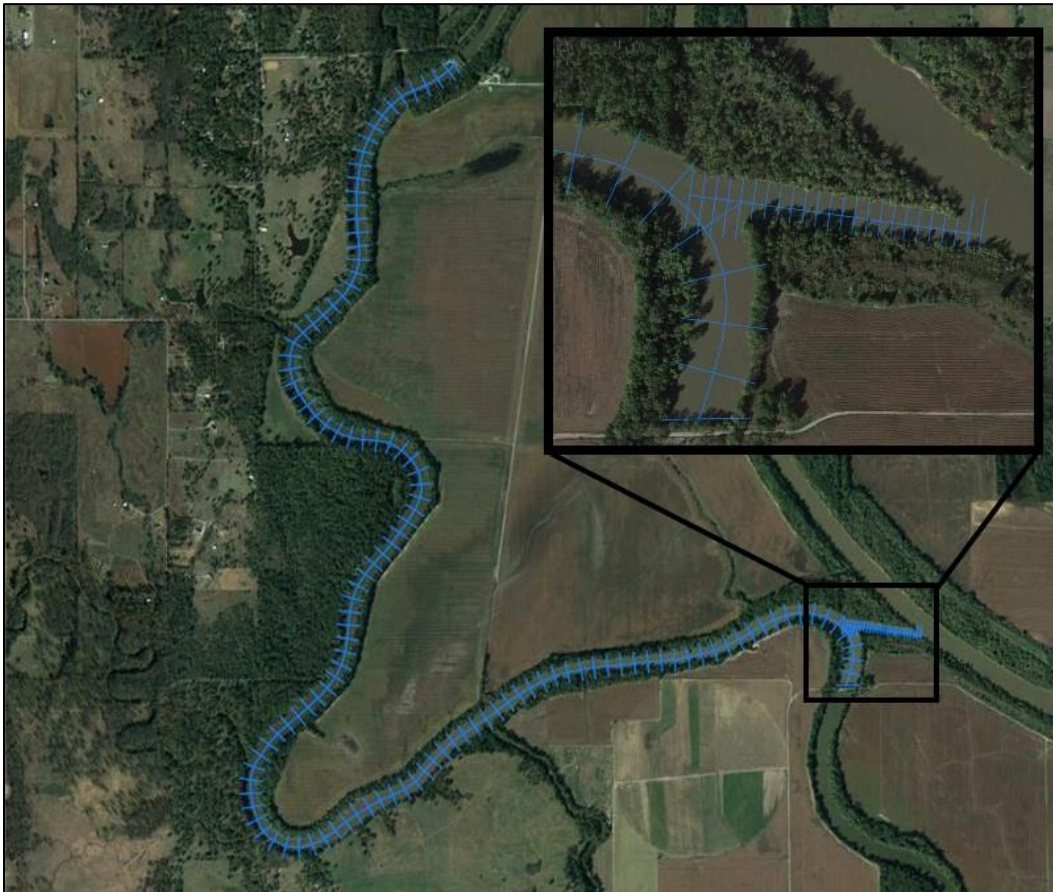


Figure 1. Aerial image of Coweta Oxbow Showing 200 ft transects and centerline for main body as well as a Zoom inlay of the inlet/outlet with 50 ft transect spacing.

Products and Timeline

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

Table 1. Project Budget

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



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/Board of Trustees
From: Roger Kolman, City Manager
Re: Amendment of Agreement
Date: 9/13/21

BACKGROUND

In December of 2017, the City of Coweta and Wagoner County Rural Water District No. 5 entered into an Agreement of Compromise, Settlement and Release (Agreement), ending approximately 10 years of litigation. That Agreement includes provisions for the City and the District to grow their service territories by working together. This amendment to the Agreement is an indication of the party's ability to work together for the benefit of our citizens.

At the north end of 321st E Ave, there is a parcel of land on the northside of the 131st Street S alignment on which the owner would like to build a single-family residence. This property is outside the city limits of Coweta and inside the service territory of the District. The Agreement includes the procedures necessary to bring such a property into Coweta's service territory, including the annexation of such property. However, this property is not currently contiguous to the boundaries of Coweta and therefore cannot be annexed. The property is not currently served by the District, nor is it fiscally feasible for the District to run a service line to that location. However, the City has an 18" transmission line that is in the alignment for 131st Street S which could be tapped to serve this property owner. Under this agreement, the property owner would pay the royalty due the District as well as all other costs normally charged by the City to provide service at that location.

The Board of Trustees of the Wagoner Country Rural Water District No. 5 have approved the proposed amendment.

STAFF RECOMMENDATION

Staff recommends approval of the First Amendment to the Agreement of Compromise, Settlement and Release.

ATTACHMENTS

Amendment to the Agreement of Compromise, Settlement and Release.

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

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

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

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

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

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

City of Coweta

Coweta Public Works Authority

Mayor of the City of Coweta

Chairperson of the Coweta Public
Works Authority

Dated:

Dated:

Attest
Title:

Dated:

Rural Water District No. 5, Wagoner County, Oklahoma

Chairperson/President

Dated:

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

United States Department of Agriculture/Rural Utilities Service

By _____ Dated: _____
Authorized Representative



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

Mémorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Resolution 2021-27
Date: 9/13/2021

BACKGROUND

The City of Coweta Subdivision Ordinance requires that the City Council formally accept all donated public infrastructure by resolution or ordinance. The developer for Coweta Trails has completed all necessary public infrastructure within the right of way for S 273rd E Avenue, including grading, paving and drainage and is now ready to dedicate such infrastructure to the public.

The City Engineer has reviewed the as built plans for such infrastructure and the necessary inspections have been made.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2021-27 accepting the public infrastructure serving the Coweta Trails development.

ATTACHMENTS

Resolution 2021-27
Alta Survey

RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE ALTA SURVEY FOR THE COWETA TRAILS DEVELOPMENT LOCATED WITHIN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Coweta's Subdivision Regulations have been constructed to serve the Coweta Trails development within the City of Coweta Oklahoma, and

WHEREAS, the design and construction of those off-site public improvements meet the requirements of the City of Coweta's Subdivision Guidelines; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings), for those off-site public improvements; and

WHEREAS, the City has received the two year maintenance bonds required by the City of Coweta's Subdivision Regulations for said off-site public improvements; and

WHEREAS, the City of Coweta Subdivision Regulations require that all public 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, Oklahoma that:

Section 1. The paving, grading and drainage improvements within the right of way for S 273rd E Avenue are formally accepted by the City of Coweta as public infrastructure.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 13th day of September 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

Schedule B – Special Exceptions (First American Title Company Commitment for File No. 2476132–OK24 dated June 18, 2020, 2nd revised 6/21/2020)

- Statutory Section line roads to the extent they affect the subject property. (AFFECTS TRACT 2)
- Right of Way Deed in favor of The Prairie Pipe Line Company, recorded in Book 198 at Page 467. (AFFECTS BLANKET EASEMENT)
- Right-of-Way Easement in favor of Public Service Company of Oklahoma , recorded in Book 659 at Page 160. (AFFECTS TRACT 2)
- Intentionally Omitted.
- Intentionally Omitted.
- Easements affecting subtracts as dedicated in the plat of STEEPLECHASE APARTMENTS, recorded in Book 4 of Plats, page 336. (AFFECTS)
- The following matters disclosed by ALTA/NSPS survey made by Kevin M. Newlun (#1289) dated December 12, 2019, last revised March 18, 2020.
 - Previously existing Sanitary Sewer do not encroach upon subject tract
 - Previously existing Water lines do not encroach upon subject tract
- Easement in favor of the City of Coweta in Book_____ Page _____. Quit Claim Deed for public roadway tract to the City of Coweta recorded in Book 2596 Page 750.
- Terms, conditions and provisions set forth in the Easement for Construction and Drainage filed in Book 2591 Page 802, executed by Roland Investments, LTD, an Oklahoma Corporation in favor of Coweta Trails, LP, an Oklahoma Limited Partnership.

ALTA Table A Items

- Monuments set at all boundary corners.
- Subject tract is on South 273rd East Avenue, Coweta, Wagoner County, Oklahoma
- Subject tracts are within Zone X (unshaded) as shown on the FEMA Flood Insurance Rate Map 40145C0260H, revised date April 17, 2012.
- Subject tract described hereon contains 160,305 square feet (3.680 acres), more or less.
- No zoning report provided to surveyor. (zoning information provided by client is shown in Note 2 below)
- (7a)(1) Exterior foot print contains 19,146 square feet. (7c) Subject tract contains one three story apartment building.
- Substantial features observed in the process of conducting the fieldwork are shown.
- Subject tracts contains 97 marked parking spaces of which 5 are marked handicapped space.
- Location of existing utilities as observed and from atlases are graphically shown.
- Names of adjoining property owners are as shown.
- There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- No recent street or sidewalk construction or repairs were observed in the process of conducting fieldwork.
- No wetland delineation markers were observed in the process of conducting fieldwork.
- Plottable offsite easements or servitudes disclosed in document provided are as shown.

Notes

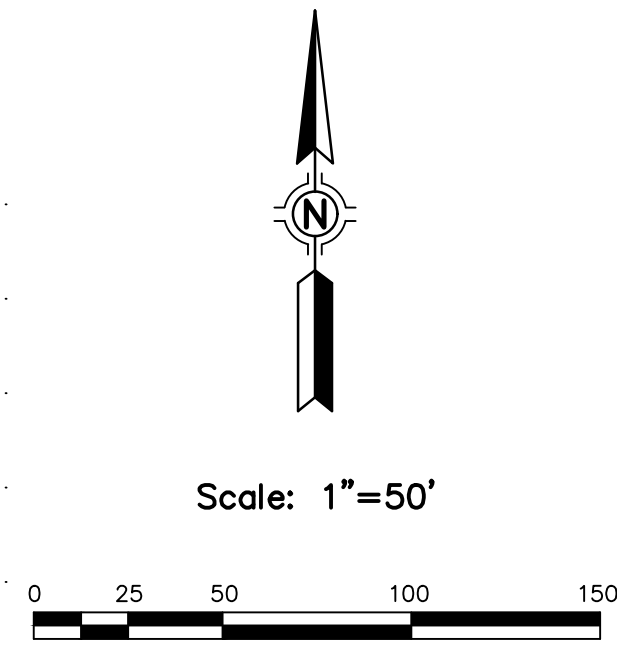
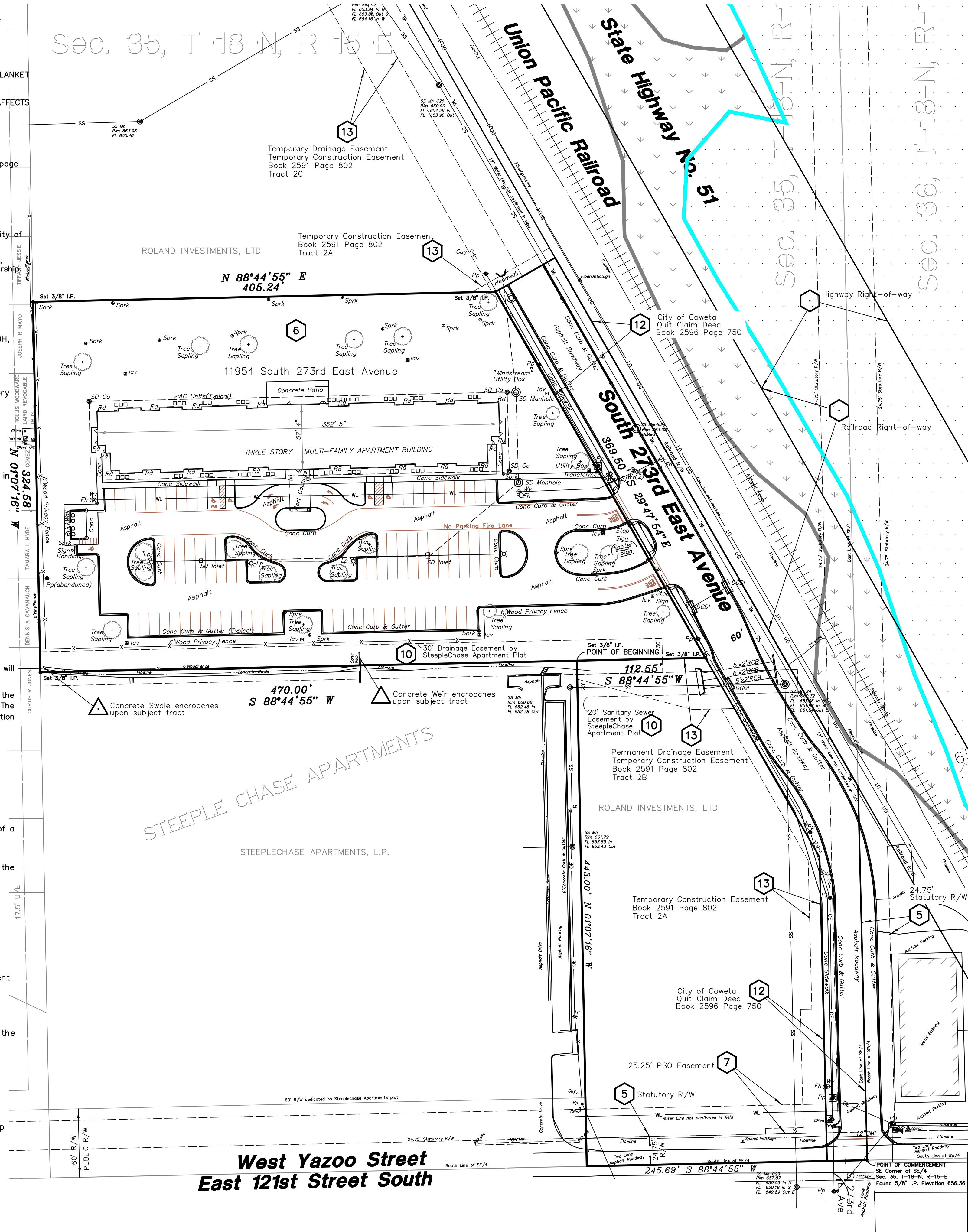
- Parking requirements: Multi-Family – 1 space per 1 bedroom and 2 spaces per 2 bedroom. A total of 80 spaces will be required. (information provided by client)
- Property is currently zoned Planned Unit Development (PUD–02). Setbacks, height, and use were not specified in the PUD document. A density for multi-family of 285 dwelling units shall be contained within 10.9 acres of the PUD. The RM–1 Residential Multi-Family zoning requires the following setbacks: Front – 25', Side – 20', Rear – 20' (information provided by client)
- Zoning report not provided by client.
- 11954 South 273rd East Avenue, Coweta, Oklahoma, 74429
- Access to the insured property is on South 273rd East Avenue, Coweta, Oklahoma, 74429
- No evidence of underground tanks or wells.
- Encroachments shown on the drawing
- ...
- Unmarked utilities shown are from a City of Coweta Atlas, Steeplechase Apartments Plat, and a provided drawing of a previous survey.
- There was no evidence of recent earth moving work on this site.
- There was no evidence of street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Field delineation of wetlands was not observed while conducting the survey.

* Benchmark Surveying & Land Services, Inc. has received and examined a copy of the First American Title Insurance Company commitment for title insurance, Commitment No. 2476132–OK24 with an effective date of June 18, 2020, at 5:01 PM, (2nd Revision 06/21/2020) the location of any matter shown thereon, to the extent it can be located, has been shown on the survey with an appropriate recording reference.

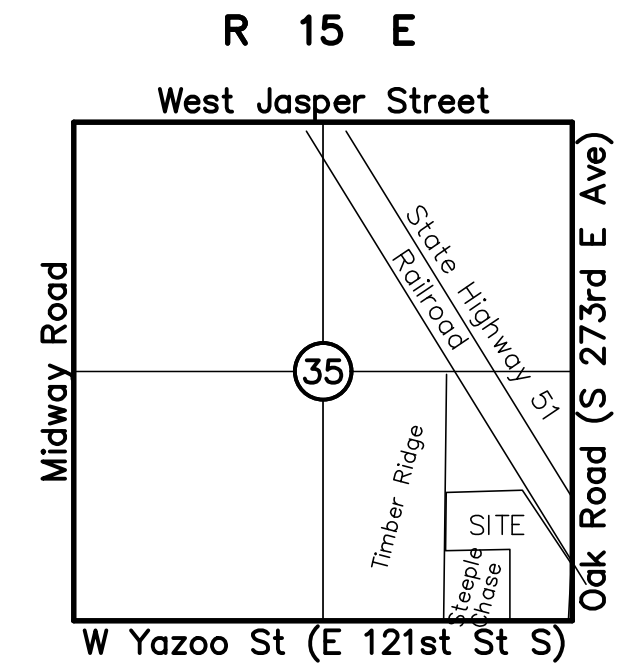
* The bearing/distance base for the subject tract metes and bounds description shown on this survey is the Oklahoma State Plane Coordinate System, North Zone. Vertical datum is NAVD 88.

The subject tract is located in Zone X (unshaded) as shown on the FEMA Flood Insurance Rate Map 40145C0260H, revised date April 17, 2012.

- ZONE X (SHADED)
- ZONE AE
- FLOODWAY IN ZONE AE



- Legend**
- B/L BUILDING SETBACK LINE
 - CONC CONCRETE
 - CPED BURIED CABLE PEDESTAL
 - DGDI DOUBLE GRATE DRAIN INLET
 - FH FIRE HYDRANT
 - GR GAS RISER
 - HANDICAPPED PARKING
 - IP IRRIGATION CONTROL VALVE
 - IP IRON PIN
 - LNA LIMITS OF NO ACCESS
 - LP LIGHT POLE
 - OE OVERHEAD ELECTRIC
 - PP POWER POLE
 - RD ROOF DRAIN
 - ROB REINFORCED CONCRETE BOX
 - RCP REINFORCED CONCRETE PIPE
 - R/W RIGHT-OF-WAY
 - SD CO STORM DRAIN CLEANOUT
 - SD MH STORM DRAIN MANHOLE
 - SPRK IRRIGATION SPRINKLER
 - SS MH SANITARY SEWER MANHOLE
 - TPED TELEPHONE PEDESTAL
 - U/E UTILITY EASEMENT
 - WM WATER METER
 - WV WATER VALVE



Location Map
SCALE: 1"=2000'

ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "OKIE" (1-800-522-6543) BEFORE DIGGING.

LEGAL DESCRIPTIONS OF THE EASEMENTS AS SHOWN ON THIS SHEET No.1 ARE ON SHEET No.2

ALTA Land Title Survey
of
A Part of the SE/4
Sec. 35, T-18-N, R-15-E
Wagoner County
Oklahoma

Legal Description of Subject Tract

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Commencing at the SE corner of the SE/4 of Sec. 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the south line of said SE/4 a distance of 245.69 feet; Thence N 01°07'16" W along the boundary of STEEPLE CHASE APARTMENTS, according to the recorded Plat No. PLC4-336 a distance of 443.00 feet to the Point of Beginning; Thence S 88°44'55" W along the boundary of said STEEPLE CHASE APARTMENTS a distance of 470.00 feet to the boundary of TIMBER RIDGE PLAZA, according to the recorded Plat No. PLC4-310; Thence N 01°07'16" W along the boundary of said TIMBER RIDGE PLAZA a distance of 324.58 feet; Thence N 88°44'55" E a distance of 405.24 feet; Thence S 29°47'54" E along a line being parallel and 60.00 feet west of the present railroad right-of-way a distance of 369.50 feet; Thence S 88°44'55" W a distance of 112.55 feet to the Point of Beginning, and containing 3.680 acres, more or less.

Surveyor's Statement

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR IN THE STATE OF OKLAHOMA CERTIFIES TO CEDAR RAPIDS BANK AND TRUST COMPANY, AN IOWA STATE-CHARTERED CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR AS FOLLOWS:

TO: CEDAR RAPIDS BANK AND TRUST COMPANY, AN IOWA STATE-CHARTERED BANKING CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR; COWETA TRAILS, L.P., AN OKLAHOMA LIMITED PARTNERSHIP; FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c) 8, 9, 11, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 26, 2021.

WITNESS MY HAND AND SEAL THIS 26TH DAY OF AUGUST, 2021.

BY:
KEVIN M. NEWLUN
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1289

REVISIONS	BY	DATE
LAST FIELD VISIT	CC	8-26-21
FILE:	1815.3510	SURVEY BY: cc
ORDER:	30915	DRAWN BY: TLG
BOOK:	25/394	CHECKED BY: KMN
DATE:	8/26/21	SCALE: 1"=50'
SHEET	1	OF 2



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: Acceptance of CDBG Grant

Date: September 13, 2021

BACKGROUND

In May, 2021, the City of Coweta applied for a CDBG grant to replace the 2-inch waterlines currently serving the Village Subdivision. The project is necessary to loop the system which will enhance fire flow capability and reduce the occurrence of disinfectant by-product issues through the elimination of dead-end lines.

Staff received notice last week that the City has been awarded \$299,999 in federal CDBG funds, with a local match of \$400,512.62 required. Approximately \$258,000 in Fund Balance is available in the Grants Fund, with the remaining \$142,500 match to be transferred from the Capital Improvements fund. A budget amendment will be presented at a future date.

STAFF RECOMMENDATION

Staff recommends a motion to approve grant contract 18229 CDBG 21, authorizing the Mayor and the City Manager to execute any documents related to said contract.

Attachments:

Contract 18229 CDBG 21

Coweta, City of

CDBG-W/S Const-2021-COWETA CI-00105

Contract Part I: 18229 CDBG 21

FAIN #:	UEI #:	FEI #:	73-0721492
B-21-DC-40	048996714		
-0001			

CONTRACT**PART I****SUMMARY AND SIGNATURES**

Contracting Agency:	Oklahoma Department of CommerceState of Oklahoma (ODOC)
Contractor:	City of Coweta
Contract Title:	ODOC Community Development Block Grant
Contract Number:	18229 CDBG 21
Federal Amount:	\$299,999.00
Match Amount:	\$400,512.62
Contract Amount:	\$299,999.00
Research and Development:	Not R&D Related
Indirect Cost Rate:	19.75
Grant Award Amount - This Action:	\$299,999.00
Total Committed:	\$299,999.00
Total Obligated:	\$299,999.00
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Project Funding Period:	September 3, 2021 through September 2, 2023
Federal Award Period:	July 30, 2021 through July 29, 2028

Summary of Project

Installation of approximately 2,253 feet of 8" waterline and 2,510 feet of 6" waterline to replace the existing 2" water lines currently serving the Village Subdivision. The project is necessary to loop the system which will enable fire flow capability and reduce the occurrence of disinfectant by-product issues with the elimination of dead end lines

Budget Summary**Funds**

Construction -	\$277,999.00
Engineering/Architect -	\$0
Inspection -	\$0
Other -	\$0
Public Facilities Admin -	\$22,000.00
Direct Grantee Admin -	
Planning -	
TOTAL CDBG -	\$299,999.00
TOTAL LEVERAGE -	\$400,512.62
TOTAL FUNDS -	\$700,511.62

Submit Requisitions to:
Community Development

Issue Payment To:
City of Coweta

Coweta, City of

CDBG-W/S Const-2021-COWETA CI-00105

Contract Part I: 18229 CDBG 21

Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

PO Box 850
Coweta, OK 74429-0850

AGREEMENT COMPONENTS: Part I - Summary and Signatures Part II -
Terms and Conditions
Certification Regarding Lobbying

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by: City of Coweta

Executed by: Oklahoma Department of
Commerce

Signature of Authorized Official

Signature of Authorized ODOC Official

Date

Date



PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program for non-entitlement areas. Notwithstanding any other provisions, payments to the Subrecipient by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

2. MODIFICATION AMENDMENT

- A. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.
- C. Revisions to the contract and the approved budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.
- D. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system.

3. ODOC

- A. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.
- B. ODOC shall perform monitoring to assess the Subrecipient's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Subrecipient of any obligation or duty under this contract.

4. SUBRECIPIENT

- A. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made apart hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.
- B. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Subrecipient must be ODOC Certified CDBG Administrators. However, said



determination by ODOC shall not relieve the Subrecipient of independent obligation to ensure that such persons are fully qualified, and able to perform the duties they have contracted to perform.

- C. In no event will any sub-Subrecipient subcontract or incur obligation on the part of ODOC.
- D. The Subrecipient shall comply with all requirements of the ODOC CDBG Project Management Guide. The Guide is hereby annexed, incorporated, and made a part of this contract. The Guide may be amended during the current contract year by ODOC. When changes are made to the Project Management Guide, all certified CDBG grant administrators are notified by email that there have been updates to the Guide.
- E. The Subrecipient shall commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract.
- F. Based upon a Risk Assessment the ODOC may schedule mandatory Technical Assistance meetings. The Subrecipient shall ensure the attendance of any person performing services under this contract whose presence is requested.

5. 2 CFR 200.331

Pursuant to 2 CFR 200.331 - All pass-through entities must:

- A. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (a) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (b) Subrecipient's unique entity identifier;
 - (c) Federal Award Identification Number (FAIN);
 - (d) Federal Award Date (see § 200.39 Federal award date) of award to the recipient by the Federal agency;
 - (e) Subaward Period of Performance Start and End Date;
 - (f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - (g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;



- (h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
- (i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
- (k) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (l) The rest of Section 200.331 is herein incorporated by reference.

6. EMPLOYEE BENEFITS

The Subrecipient has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

7. CERTIFICATIONS BY SUBRECIPIENT

- A. The Subrecipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.
- B. The Subrecipient specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto:

(1) Equal Opportunity

- (a) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part 1;
- (b) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3600-3620, 1988), popularly known as the Fair Housing Act;
- (c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;
- (d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with



funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

- (i) Age Discrimination Act of 1975 (42 USC §§ 6101, et seq., State Program, Final Rule;
 - (ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794); Regulations are at 24 CFR, Part 570.601;
- (e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC § 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;
- (f) Executive Order 11246 (1965), as amended by Executive Order 11375 (1967), which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 100 and 41 CFR, Part 60-1;
- (g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.
- (2) Labor Standards
- (a) Davis-Bacon Act (40 USC §§ 3141-3148), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Subrecipient further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Subrecipient and any sub-Subrecipients must comply with these wage rates in performance of the work required. The subrecipient must also report all suspected or reported violations to the Federal awarding agency.
- (b) Copeland (Anti-Kickback) Act (18 USC § 874, 40 USC § 3145), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Furthermore, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is



otherwise entitled. Subrecipients must report all suspected or reported violations of this act to the Federal awarding agency. Regulations are at 29 CFR, Part 3;

- (c) Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

- (a) National Environmental Policy Act of 1969 (42 USC §§ 4231, et seq.) (NEPA), and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;
- (b) The Subrecipient's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;
- (c) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Subrecipient that the activities of Administration and Engineering located in 24 CFR 58.34(a) are exempt activities. Upon execution of this contract, the activities of Administration and Engineering require no further environmental review.
- (d) Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Subrecipient that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract, this activity requires no further environmental review.
- (e) Subrecipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Subrecipients must report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(4) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;



(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Subrecipient certifies it will require certification from sub-Subrecipients that neither the sub-Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

(7) The Subrecipient certifies that it is in compliance with 25 O.S. § 1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

(8) The Subrecipient certifies that it will comply with 37 CFR Part 401. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

(9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. HOLD HARMLESS CLAUSE

- A. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Subrecipient. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-Subrecipient or any agent for the Subrecipient, the Subrecipient will specify that such sub-Subrecipients or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the herein before-described expenses, claims, actions or amounts recovered.



- B. In the event the Contract or chooses to use volunteer labor to assist in the project activities, the Subrecipient shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

9. POLITICAL ACTIVITY

- A. All employees of the Subrecipient shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§ 1501, et seq., 18 USC § 595 and any amendments thereto).
- B. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- C. No portion of the contract funds may be used for lobbying activities.

10. NO-CONFLICT COVENANT

The Subrecipient covenants that no officers or employees of any governing board of the Subrecipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Subrecipient further covenants that in the performance of this contract no person having any such interest will be employed. The Subrecipient covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

11. PUBLICATIONS AND OTHER MATERIALS

- A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- B. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

- A. The Subrecipient shall comply with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.



- B. Oklahoma Department of Commerce fully adopts 24 CFR 200.317-326 in full. Units of General Local Government as “sub-recipients” are to follow 2 CFR Part 200.318-326.

13. COMPENSATION TO SUBRECIPIENT

- A. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.
- B. ODOC shall disburse funds to the Subrecipient upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Subrecipient may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:
 - (1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Subrecipient is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;
 - (2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a particular activity.
- C. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.
- D. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Subrecipient to effect proper cash management.
- E. Payments by Subrecipient for administrative services will be made in conformance with the following schedule:

<u>Maximum Fee</u> <u>(Cumulative)</u>	<u>Activity</u>
20%	Release of Funds achieved within 120 days.
5%	Release of Funds achieved greater than 120 days.
20%	Construction started within 270 days.
5%	Construction started greater than 270 days.



- | | |
|----------------|--|
| 40% | Construction as project funds are expended (Pro rata). |
| 20% or balance | Submission and acceptance of Final Closeout documents. |

- F. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Subrecipient may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O. S. §§ 250, et seq.

14. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)

- A. No costs, with the exception of administration and engineering, shall be incurred until after the Subrecipient has received written notice from ODOC that the Subrecipient has satisfied the specific requirements listed herein for release of funds as set forth in the CDBG Project Management Guide. The Subrecipient may submit a request for Authority to Use Grant Funds for this activity prior to the release of other funded activities.
- B. The Subrecipient shall meet required Authority to Use Grant Funds (Release of Funds) requirements within one hundred twenty (120) days after the beginning of the contract period. In accordance with the CDBG Project Management Guide and other policies as noted below, the Subrecipient shall submit to ODOC "Request for Authority to Use Grant Funds (Release of Funds)" and required supporting documentation as follows:
- (1) Environmental Review: The Subrecipient shall complete an Environmental Review for each contract activity with the exception of exempt activities and categorically excluded activities not subject to 24 CFR 58.5, i.e., administration, engineering and purchase of equipment;
 - (2) Leverage Commitment: The Subrecipient shall submit Certification of Leverage, certifying that leverage funds are available and identifying the source and amount in accordance with approved application.
 - (3) Insurance and Bonding: The Subrecipient shall submit evidence of:
 - (a) General liability insurance covering the funded activities; and
 - (b) Bonding of all officials who are responsible for financial transactions relating to this contract;
 - (4) Anti-Displacement Plan: The Subrecipient must adopt and submit an Anti-Displacement Plan in accordance with ODOC CDBG Project Management Guide;



- (5) Other: Special conditions in accordance with this contract and ODOC CDBG Project Management Guide as follows:
 - (a) Subrecipient has met any special conditions specified in Section II of this contract;
 - (b) Subrecipient's audit has been accepted and approved by ODOC;
 - (c) Subrecipient has attended a CDBG training session.
- (6) A review committee will determine de-obligation of CDBG funding if the project has NOT satisfactorily been completed and Release of Funds has NOT been obtained. This review committee may be composed of ODOC Community Development staff including: CDBG Planner, Director of Programs (Planning and Monitoring), and the Division Director.

15. PROCUREMENT

- A. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the CDBG Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O. S. §§ 101, et seq. Oklahoma Department of Commerce fully adopts 24 CFR 200.317-326 in full. Units of General Local Government as "subrecipients" are to follow 2 CFR Part 200.318-326.
- B. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

16. RECORDS, REPORTS, DOCUMENTATION

- A. The Subrecipient shall maintain records and accounts, including property, personnel and financial records that properly document and account for all project funds. Specific types and forms of record are required in the ODOC CDBG Project Management Guide.
- B. The Subrecipient the Closeout Documentation or until all monitoring/audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designee for inspection and use in carrying out its responsibilities for administration of funds.
- C. The Subrecipient will submit to ODOC documentation of local leverage funds used for the project in such form and at such times as required by ODOC.
- D. The Subrecipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly in the procuring of this contract.



17. CLOSING OUT OF CONTRACT

- A. The Subrecipient shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.
- B. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Subrecipient as of the final date of the period funded.
- C. The Subrecipient cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.
- D. The Subrecipient shall submit closeout documents in accordance with ODOC Project Management Guide no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

18. AUDIT, DISALLOWED COSTS

- A. The Subrecipient shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made apart hereof.
- B. The Subrecipient shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- C. In the event an audit results in the determination that the Subrecipient has expended contract funds on unallowable costs, the Subrecipient shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

The Subrecipient shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

- A. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§ 250, et seq.
- B. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Subrecipient that exists then or occurs later.
- C. This contract shall be construed and interpreted pursuant to Oklahoma law.
- D. The Subgrantee Recipient may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11.



21. TERMINATION OR SUSPENSION

- A. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Subrecipient to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules or Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
 - (1) The Subrecipient fails to meet the requirements for Authority to Use Grant Funds within one hundred twenty (120) days after the beginning of the contract period;
 - (2) The Subrecipient fails to commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract;
 - (3) The Subrecipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;
 - (4) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;
 - (5) The Subrecipient has submitted incorrect or incomplete documentation pertaining to this contract;
 - (6) The Subrecipient is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.
- C. In the event of termination or suspension, the Subrecipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subrecipient shall reduce to the minimum possible obligations, prepaid expenses and other costs.
- D. The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Subrecipient. ODOC may withhold payments due under this agreement pending resolution of the damages.
- E. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Subrecipient has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:
 - (1) Failure to timely submit any required reports;
 - (2) Failure to respond to any communication from ODOC; and
 - (3) Failure to abide by any programmatic or ODOC requirements.



22. SEVERABILITY CLAUSE

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

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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 Governmental Funds

Date: September 13, 2021

BACKGROUND

The City has projects that were encumbered in Fiscal Year 2020-2021 that were not complete by June 30, 2021. Under the provisions of the Oklahoma Municipal Budget Act, 11 O.S. § 17-201 through § 17-218, the City may lapse unexpended, encumbered appropriations at fiscal year-end, and reapprove outstanding purchase orders and contract commitments in the immediately following fiscal year.

The following projects need re-appropriation:

	<u>Appropriation to be Carried Forward</u>	<u>Fund/Dept</u>
City Code Codification	\$5,775.00	General/Finance
Vet Services	\$130.00	General Fund/Animal Control
Minor Tools & Equipment	\$5,785.37	General Fund/Fire
Contracted Services	\$6,530.00	General Fund/Community Dev.
Computer Equipment/Services	\$25,320.00	Capital Imp Fund/Non-Depart.
Vehicles	\$23,364.00	Capital Imp Fund/Community Dev.
Infrastructure	\$2,090.00	Capital Imp Fund/Waste Water

In addition, projects that were not anticipated in the Fiscal Year 2021-2022 budget require appropriation:

	<u>Supplemental Appropriation</u>	<u>Fund/Dept</u>
Minor Tools/Equipment – Arvest Bank Donation	\$2,807.00	General Fund/Police
Community Outreach – Arvest Bank Donation	\$318.00	General Fund/Police
Vehicles – Fire Apparatus	\$127,000.00	Capital Imp Fund/Fire
Infrastructure – A&A Asphalt Change Orders 1&2	\$18,667.00	Capital Improvements/Streets
Minor Tools/Equipment – ODIS Server	\$4,300.00	E911/Dispatch

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2021-25.

Attachments:

Resolution 2021-25

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2021-25**

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 projects encumbered in fiscal year 2020-2021 that are not complete; and

WHEREAS, the City of Coweta had unexpended unencumbered cash balances on hand at the end of fiscal year 2020-2021; and

WHEREAS, the City of Coweta has received monies not anticipated that have not been appropriated in the budget for fiscal year 2021-2022; and

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:

SEE ATTACHED EXHIBIT A

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 13th Day of September 2021.

Evette Young, Mayor

Attest:

Approved as to form:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney

RESOLUTION 2021-25 - EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	REVENUE AMOUNT	REVENUE ACCOUNT	
General Fund	01-5325.003	Contracted Services	\$ 5,775.00	Codification Project	Fund Balance	\$5,775.00			PO 21-1725
General Fund	01-5204.007	Minor Tools & Equip	\$ 2,807.00	Body cam system repairs and cameras	Donation		\$2,807.00	01-04.03.80	Arvest Foundation Donation
General Fund	01-5224.007	Community Outreach	\$ 318.00	Special events supplies	Donation		\$318.00	01-04.03.80	Arvest Foundation Donation
General Fund	01-5314.008	Veterinary Services	\$ 130.00	Vet Services	Fund Balance	\$130.00			PO 21-1852
General Fund	01-5204.009	Minor Tools & Equip	\$ 3,404.57	Fire Hose	Fund Balance	\$3,404.57			PO 21-1931
General Fund	01-5204.009	Minor Tools & Equip	\$ 2,380.80	Rescue Boat equipment	Fund Balance	\$2,380.80			PO 21-1958
General Fund	01-5325.011	Contracted Services	\$ 6,530.00	City Engineering	Fund Balance	\$6,530.00			PO 21-2072
Total General Fund			\$ 21,345.37			\$18,220.37	\$3,125.00		
Capital Improvement	12-5403.009	Vehicles	\$ 127,000.00	Fire Apparatus	Fund Balance	\$127,000.00			
Capital Improvement	12-5404.020	Computer Equipment/Services	\$ 25,320.00	ERP System	Fund Balance	\$25,320.00			PO 21-0117
Capital Improvement	12-5403.011	Vehicles	\$ 23,364.00	2021 Ford Ranger - Community Development	Fund Balance	\$23,364.00			PO 21-2077
Capital Improvement	12-5411.015	Infrastructure	\$ 18,667.00	Change Order 1 and 2 on 289th E Ave project	Fund Balance	\$18,667.00			A&A Asphalt
Capital Improvement	12-5411.034	Infrastructure	\$ 2,090.00	Lift Station Design	Fund Balance	\$2,090.00			PO 21-1275
Total Capital Imp Fund			\$ 196,441.00			\$196,441.00			
E911 Fund	18-5204.087	Minor Tools & Equip	\$ 4,300.00	ODIS Server	Fund Balance	\$4,300.00			
Total E911 Fund			\$ 4,300.00			\$4,300.00			
TOTAL ALL GOVERNMENTAL FUNDS			\$ 222,086.37			\$ 218,961.37	\$ 3,125.00		

DATE APPROVED BY CITY COUNCIL: _____
CITY MANAGER: _____