



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, DECEMBER 5, 2022 6:00 P.M.

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE

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

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

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

- 1. MINUTES OF THE REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON NOVEMBER 7, 2022. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[221107 MINUTES OF THE CITY COUNCIL.PDF](#)

- 2. MINUTES OF THE NOVEMBER 17, 2022 SPECIAL MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL SPECIAL MEETING HELD ON NOVEMBER 17, 2022. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[221117 MINUTES OF THE SPECIAL CITY COUNCIL MEETING.PDF](#)

- 3. COOPERATIVE PURCHASING AGREEMENT
APPROVAL OF A NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT WITH BUYBOARD NATIONAL PURCHASING COOPERATIVE AND DIRECTION TO THE MAYOR TO EXECUTE SAME ON BEHALF OF THE CITY OF COWETA. (ROGER KOLMAN,

CITY MANAGER)

Documents:

[221205 STAFF REPORT COOP AGREEMENT.PDF](#)
[NAT-COOP-IPA-2018-\(REV-SIGNATURE-2022\).PDF](#)

VI. OLD BUSINESS

1. EUFAULA AVENUE BRIDGE

DISCUSSION AND POSSIBLE ACTION TO ENGAGE COWAN GROUP ENGINEERING TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE PROPOSED EUFAULA AVENUE BRIDGE CONTINGENT UPON THE ACQUISITION OF AN ADJACENT PARCEL OF LAND BY RETAIL BUILDINGS, INC. AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS PERTAINING THERETO. (ROGER KOLMAN, CITY MANAGER)

Documents:

[221205 STAFF REPORT EUFAULA BRIDGE.PDF](#)
[COWETA - EUFAULA BRIDGE 12012022.PDF](#)

2. OSAGE EMS UNIT PURCHASE

DISCUSSION AND POSSIBLE ACTION ON THE PURCHASE OF A NEW TYPE 1 EMS UNIT WITH AUTOLOADER FROM OSAGE EMS AND RADIO EQUIPMENT FROM SMITH TWO WAY RADIO IN A COMBINED AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY ONE THOUSAND, ONE HUNDRED TWENTY SEVEN DOLLARS AND THIRTY TWO CENTS (\$281,127.32). (BRIAN WOODWARD, INTERIM FIRE CHIEF)

Documents:

[221205 STAFF REPORT AMBULANCE PURCHASE.PDF](#)
[EST_3007_FROM_SMITH_TWO_WAY_RADIO_INC._24980.PDF](#)
[OSAGE 2025 QUOTE WITH AUTOLOADER.PDF](#)

3. RESOLUTION 2022-38

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION NO. 2022-38, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ESTABLISHING A DATE FOR THE ELECTION OF OFFICERS, ESTABLISHING A FILING PERIOD, ESTABLISHING A TERM OF OFFICE, AND ESTABLISHING QUALIFICATIONS. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[221205 STAFF REPORT RESOLUTION 2022-38.PDF](#)
[221205 RESOLUTION 2022-38.PDF](#)
[2023 STATUTORY-ELECTION-DATES-DEADLINES.PDF](#)

4. RESOLUTION 2022-39

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2022-39, 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, 2023. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[221205 STAFF REPORT RESOLUTION 2022-39.PDF](#)
[221205 RESOLUTION 2022-39.PDF](#)

VII. NEW BUSINESS

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

VIII. ADJOURNMENT

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

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
November 7, 2022 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, November 7, 2022 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Young.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Young reminded everyone to vote and also noted that the Christmas Parade is scheduled for 6:00 pm on December 3. Councilmember Hogue thanked those that participated in the Trunk or Treat event.

V. PROCLAMATIONS/PRESENTATIONS

Mayor Young presented a proclamation recognizing December 1, 2022 as Coweta Chamber of Commerce Day in the City of Coweta.

VI. CONSENT

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

1. Review of Coweta's 911 system from July 1, 2022 through September 30, 2022.
2. Approval of the minutes of the Coweta Council meeting on October 3, 2022.

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

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
November 7, 2022 6:00 P.M.

VII. Old Business

1. Public Hearing – Annexation S 297th E Ave

Mayor Young opened the Public Hearing at 6:07 pm regarding the proposed annexation and service plan on property located at 15811 S. 297th E Avenue. The Public Hearing closed at 6:08 pm with no public comments.

2. Ordinance 864 – Annexation

City Manager Roger Kolman presented a request to annex property located at 15811 S. 297th E Avenue into the City of Coweta.

Motion by Harold Chance, second by Randy Woodward, approving the adoption of Ordinance No. 864, an Ordinance accepting, adding and annexing land located in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma to the City of Coweta, Oklahoma, all that certain real estate being more particularly described hereinafter; providing that said real estate shall be part of the City of Coweta, Oklahoma, and all property situated therein, shall be subject to the jurisdiction, control, laws and ordinances of the City of Coweta, Oklahoma; directing notification; providing for repealer, severability, and declaring an emergency.

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

3. Declaration of an Emergency Ordinance 864

Discussion was held regarding possible action declaring an emergency for Ordinance No. 864.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 864, making it effective immediately upon passage and approval.

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

4. Council Ward Boundaries Ordinance 863

Roger Kolman led discussion regarding possible action on the adoption of Ordinance No.863, which makes changes to the Council Ward boundaries based on a review of the results of the decennial census.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
November 7, 2022 6:00 P.M.

Motion by Harold Chance, second by Randy Woodward, approving the adoption of Ordinance No. 863, an Ordinance of the City of Coweta, Oklahoma, authorizing and approving a change in the Council Ward Boundaries for the City of Coweta, providing for repealer, severability and declaring an emergency.

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

5. Declaration of an Emergency Ordinance 863

Discussion was held regarding possible action declaring an emergency for Ordinance No. 863.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 863, making it effective immediately upon passage and approval.

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

6. Ordinance 865 – Animal Regulations

Roger Kolman discussed proposed changes to the City Code pertaining to urban chickens. The proposed Ordinance would limit the number of chickens allowed based on zoning district and lot size.

Motion by Harold Chance, second by Randy Woodward, approving the adoption of Ordinance No. 865, an Ordinance of the City of Coweta, Oklahoma, amending Section 4-105 of Part 4, Chapter 1, Animal Regulations, of the City of Coweta Code of Ordinances, providing for repealer, severability and declaring an emergency.

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

7. Declaration of an Emergency Ordinance 865

Discussion was held regarding possible action declaring an emergency for Ordinance No. 865.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
November 7, 2022 6:00 P.M.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 865, making it effective immediately upon passage and approval.

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

8. Lease for Storage Building

Roger Kolman presented details of a building lease for the storage of Fire Department and Public Works Authority items.

Motion by Harold Chance, second by Randy Woodward, approving a 10-month lease for storage of Fire and Public Works items.

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

9. Resolution 2022-37 Regarding Budget Amendments FY 22-23

Assistant City Manager Julie Casteen led discussion regarding possible action on the adoption of Resolution 2022-37, 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 fiscal year ending June 30, 2023.

Motion by Harold Chance, second by Randy Woodward, adopting Resolution 2022-37, 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 fiscal year ending June 30, 2023.

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

VIII. NEW BUSINESS

There was no new business.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
November 7, 2022 6:00 P.M.

IX. ADJOURNMENT

Mayor Young adjourned the meeting at 6:17 p.m.

Evette Young, Mayor

Julie Casteen, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL SPECIAL MEETING
NOVEMBER 17, 2022 5:30 P.M.**

The members of the Coweta City Council met in special session on Thursday, November 17, 2022 at 5:31 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: Logan Brown.

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. OLD BUSINESS

1. Development Agreement

City Manager Roger Kolman led discussion regarding a potential development agreement with Retail Buildings, Inc.

Motion by Harold Chance, second by Randy Woodward, directing the City Manager to execute a final development agreement with Retail Buildings, Inc. pertaining to the construction of certain infrastructure projects based on the established deal points.

Aye: Harold Chance
Randy Woodward
Evette Young
Naomi Hogue

V. ADJOURNMENT

Mayor Young adjourned the meeting at 5:40 p.m.

Evette Young, Mayor

Julie Casteen, City Clerk



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Mé morandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Buy Board Cooperative Purchasing
Date: 12/05/2022

BACKGROUND

Cooperative purchasing for local governments is authorized by 61 O.S. §139. These agreements allow local governments to leverage volume purchasing for goods and services based upon the competitive bidding processes used by other local governments or purchasing cooperatives. The Buy Board Cooperative is a national buying cooperative that has among its offered contracts public safety vehicles.

Staff seeks approval of the National Purchasing Cooperative Interlocal Participation Agreement that will allow the City of Coweta to utilize the national purchasing contracts in the Buy Board Cooperative.

STAFF RECOMMENDATION

Staff recommends approval of the National Purchasing Cooperative Interlocal Participation Agreement.

ATTACHMENTS

Buy Board National Purchasing Cooperative Interlocal Participation Agreement.



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
- (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.
4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Signature of authorized representative

Printed name of person signing
Administrator's Representative for the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address

City

State Zip Code

Telephone

Fax

Email



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Mémorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Eufaula Bridge Design
Date: 12/05/2022

BACKGROUND

Cowan Group Engineering has provided the field survey and preliminary design work for the proposed Eufaula Avenue Bridge. Should Retail Buildings, Inc. obtain title to their proposed parcel in Coweta, the bridge would need to be replaced to ensure the project moves forward. To that end and contingent upon Retail Buildings, Inc. acquiring title to the property, Staff recommends engaging Cowan to complete the design and provide bid and construction management services for the project in the amount of \$29,700.

STAFF RECOMMENDATION

Staff recommends approval to engage Cowan Group Engineering for professional services related to the design and construction of the Eufaula Avenue bridge contingent upon Retail Buildings, Inc. acquiring title to the site.

ATTACHMENTS

Cowan Group Engineering proposal.



December 1, 2022

Mr. Roger Kolman
City Manager
City of Coweta
P.O. Box 850
Coweta, OK 74429

RE: Eufaula Bridge
Coweta, OK

Dear Mr. Kolman:

Pursuant to our discussion and thirty (30) percent design completion for the subject project, please accept the following scope of services proposal to complete 100% construction drawings and bidding the project:

Final Construction Drawings	\$14,100
Bidding	\$7,400
Construction Administration	<u>\$8,200</u>
Total Fee	\$29,700

Other services that are not associated with the aforementioned scope of services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. Additional services may include the following, but not limited to: Plan Revisions: Street plan revisions (minor alterations) are expected and therefore are included as part of our services. Design and production of utility relocation construction plans for franchise and/or public utilities. Design of stormwater detention facilities. Easement Exhibits (\$800 per parcel). Phase I environmental study and clearance. USACE permitting. Right of way or easement acquisitions. Permit fees for City, County or State. Construction material testing. Construction surveying. Land Survey for record drawings.

Should you have any questions, please contact the undersigned. If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

COWAN GROUP ENGINEERING, LLC



Jeff Cowan, PE
Principal

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal, you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES).

By: _____
(Signature)

For: _____
(Organization)

Date: _____



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Deputy Fire Chief

Re: Osage Ems Unit Purchase

Date: November 29th, 2022

BACKGROUND

The Coweta Fire Department is currently maintaining a fleet of 3 Ems units. This purchase will include a 2025 type 1 (traditional truck front end) Ems unit with the auto-loader cot system & radio equipment. Adding this Ems unit should maintain at least 2 operational Ems units at all times when mechanical issues or service is required for any of the Ems fleet. Administration is asking approval to purchase a new Ems unit. The purchase (\$281,127.32) has been budgeted in account 08-5403-060 for this FY.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the \$281,127.32.

SMITH TWO WAY RADIO, INC.

520 N. COLLEGE
FAYETTEVILLE, AR 72701

Estimate

Date	Estimate #
11/21/2022	3007

Name / Address
COWETA FIRE DEPARTMENT

			Project
Description	Qty	Cost	Total
KENWOOD VIKING VM5000 7/800 MHZ P 25 MOBILE RADIO	2	2,340.00	4,680.00T
KCH-19 DASH	2	202.00	404.00T
MIL-SPEC Standard electret mobile microphone (8-pin mod. plug)	2	58.00	116.00T
CABLE(DC CABLE)10FEET M-P	2	44.00	88.00T
MOUNTING BRKT	2	16.70	33.40T
CABLE (IGNITION SENSE)	2	17.62	35.24T
External speaker, 40W max input	2	67.00	134.00T
Note: Requires KCT-72M to connect to Remote Control Head			
OPT. BOARD (PA/HA)	2	71.00	142.00T
P25 CONV	2	0.00	0.00T
P25 PHASE 1 TRNK	2	0.00	0.00T
P25 PHASE 2 TDMA	2	435.00	870.00T
1024CH	2	0.00	0.00T
ARC4 ADP COMPATIBLE	2	0.00	0.00T
State contract Discount	2	-660.26	-1,320.52T
N MALE CRIMP	2	9.10	18.20T
SERVICE CALL- Install radio at customer location	1	100.00	100.00T
FIELD LABOR- install radio at customer location	2	180.00	360.00T
		0.00%	0.00
		Total	\$5,660.32

Customer Signature _____

QUOTE

Emergency Service Supply
2637 Drew Perry Rd
Jefferson City, MO 65109

Invoice No.
Date: 10/28/22
Customer PO#

Osage Ambulances
972-839-4297

VIN#
UNIT#

SOLD TO:

City of Coweat Fire

Coweta, OK

SHIP TO:

Sales Person

Trent Ward

MANUFACTURER

Osage

TYPE:

Ford

YEAR

2025

Description	Quantity	Unit Price	Amount
Osage Type I Super Warrior 168x96 72" headroom			
Ford F-550 GAS 4x2 chassis	1		\$275,467.00
Built to customer Specifications			
OPTIONS INCLUDED			
Full LED Lighting			
Stryker power load system			
Liquid spring system			
All OSAGE standard conversion options			
Inverter 1000 watt			
Custom Paint, Lettering & Graphics			
Airhorns & Fed Q siren			
Locking drug storage			

NOTES

Lien Holder Name:

Address:

Trade Information

Type:

Year:

Manufacturer:

VIN:

Mileage:

Totals

\$275,467.00

Trade In Allowance

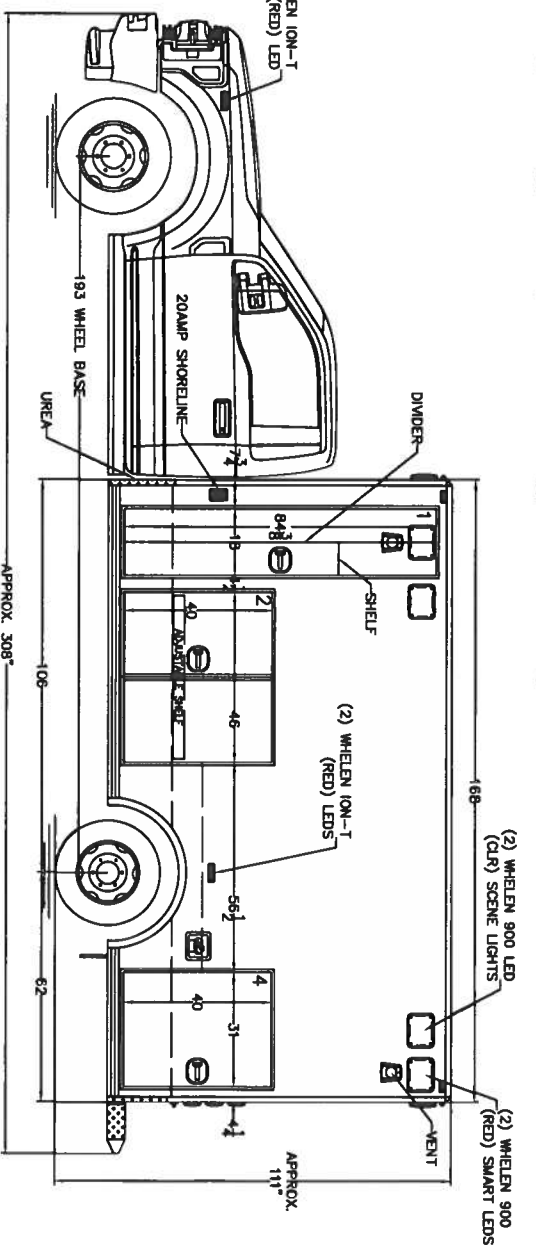
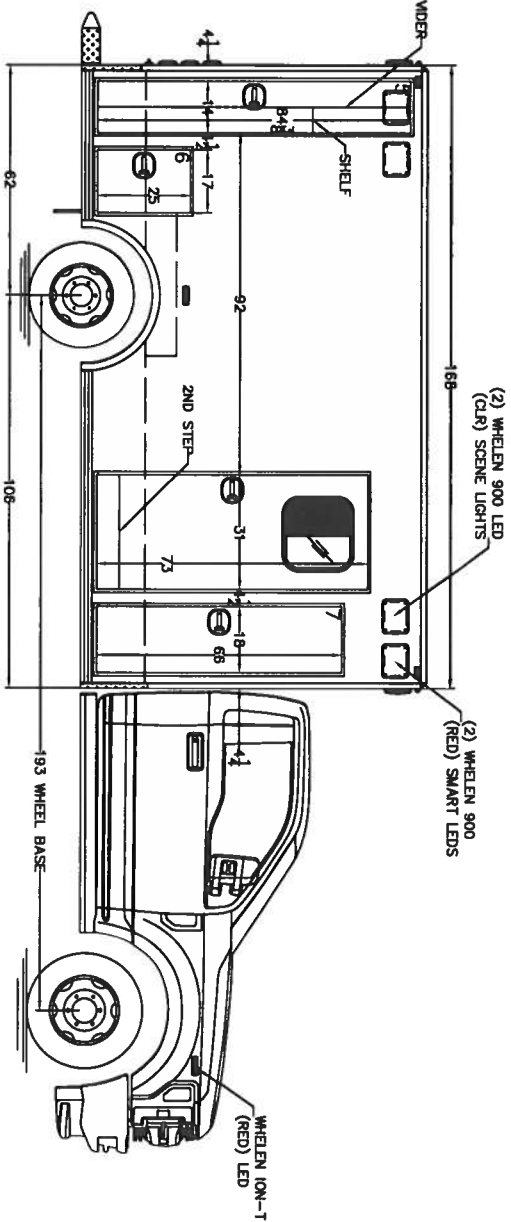
Discounts

Total

Taxes & Fees

Total Amount Due \$275,467.00

THANK YOU FOR YOUR BUSINESS



1. COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
2. APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
3. MODULE DIMENSIONS=168" L x 96"W x 93"H
4. INTERIOR MODULE HEAD ROOM=72"H.
5. ALL 9x7 LIGHTS TO BE WARDEN 900 SERIES LIGHTS.
6. DOUBLE STAINLESS THRESHOLDS.
7. STROOF-ROOM INSULATION, WALLS & CEILING.

3					NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.	Drawn By:	S.A.H.	Date:	09-27-22	Scale:	NOT TO SCALE
2						Drawing Description:	EXTERIOR LAYOUT TYPE-I SUPER-WARRIOR				
1											
Rev.#	Revision Description	Date	Rev'd	App'd							

NOTICE

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hereon is the exclusive property of O sage Industries and shall not be reproduced, used or disclosed without the authorized written consent of O sage Industries.

Drawing# 25-1--2168-SW-100	Cust. App'v/Date# .	Deal'r App'v/Date:
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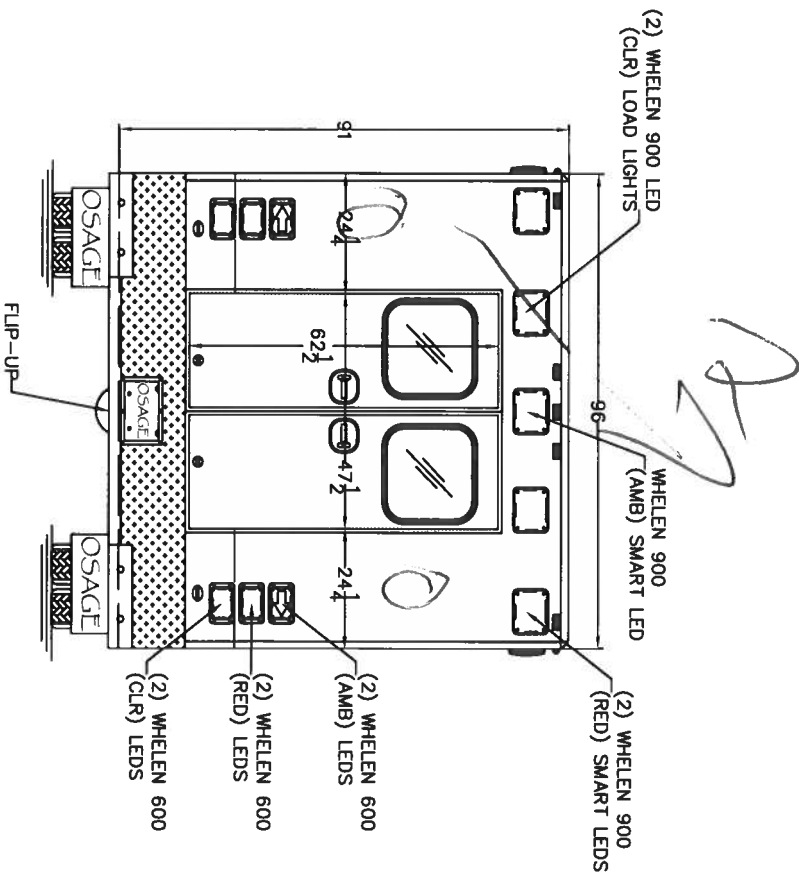
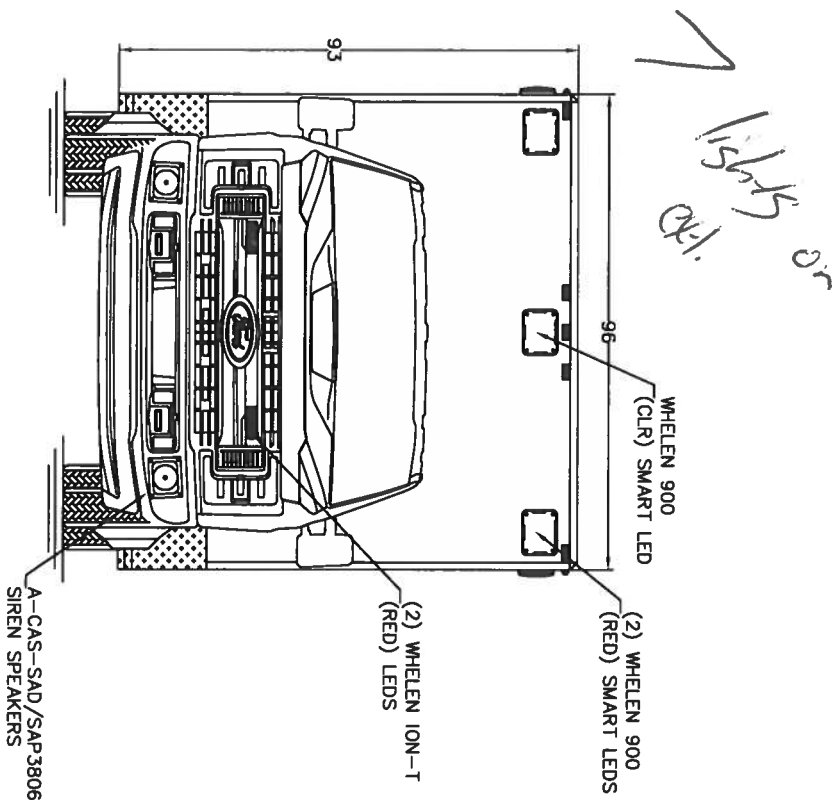
Osage Industries, Inc.
TWINRIDGE ROAD
P.O. BOX 718
LINN, MO. 65059

Drawn By: S.A.H.	Date: 09-27-22	Scale: NOT TO SCALE
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Drawing Description:	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
	Revision																																																																																																			

EXTERIOR LAYOUT TYPE-1 SUPER-WARRIOR

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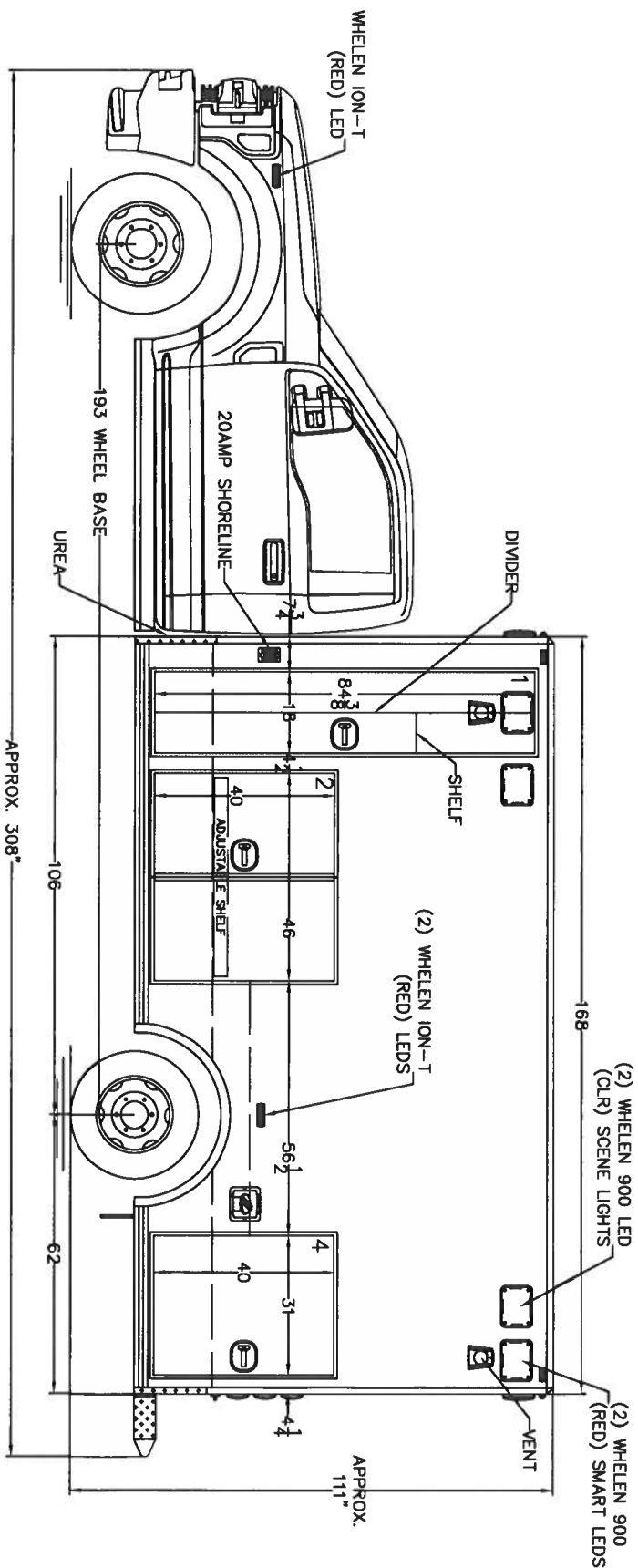
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
- 3.) MODULE DIMENSIONS=168"L x 96"W x 93"H
- 4.) INTERIOR MODULE HEAD ROOM=72"H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEN 900 SERIES LIGHTS.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

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Rev.#	Revision Description	Date	Rev'd	App'd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer:	25-1-2168-SW-100A		
End Customer:	TWIN RIDGE ROAD		
Osage Industries, Inc. PO BOX 718 LINN, MO. 65051			
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: EXTERIOR LAYOUT, FRONT/REAR TYPE-I SUPER-WARRIOR	
Drawn By: S.A.H. Date: 09-27-22 Scale: NOT TO SCALE		Revision# 1	



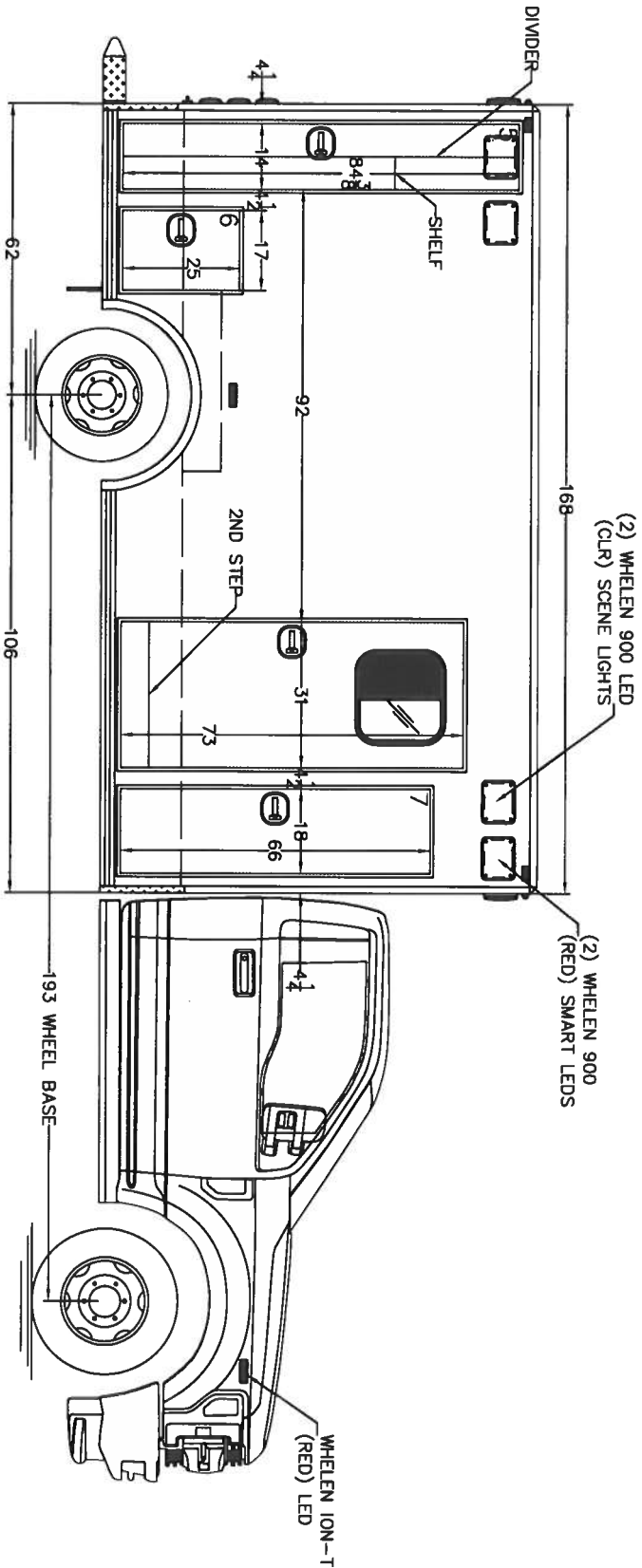
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
- 3.) MODULE DIMENSIONS=168"L x 96"W x 93"H
- 4.) INTERIOR MODULE HEAD ROOM=72"H.
- 5.) ALL 9x7 LIGHTS TO BE WHELEEN 900 SERIES LIGHTS.
- 6.) DOUBLE STAINLESS THRESHOLDS.
- 7.) STYROFOAM INSULATION, WALLS & CEILING.

Rev.#	Revision Description	Date	Rev'd	App'vd
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Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	25-1-2168-SW-100B		
End Customer:			
NOTICE	Drawn By: S.A.H. Date: 09-27-22 Scale: NOT TO SCALE TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051	Drawing Description: EXTERIOR LAYOUT, STREETSIDE TYPE-1 SUPER-WARRIOR	
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.	Revision# 1		

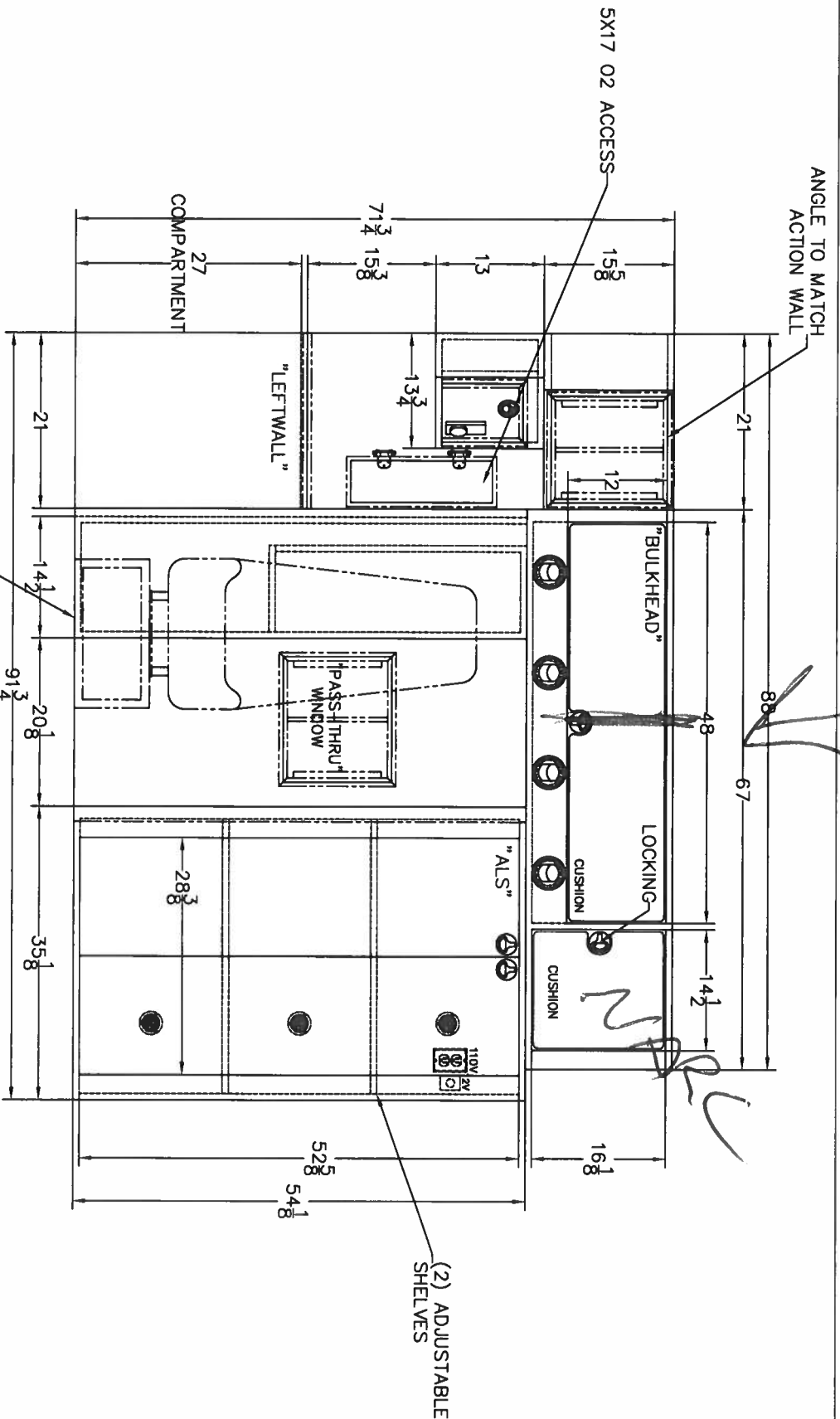


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=20 1/2"DEEP.
 - 3.) MODULE DIMENSIONS=168"L x 96"W x 93"H
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 - 7.) STYROFOAM INSULATION, WALLS & CEILING.

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Rev.#	Revision Description	Date	Rev'd	App'd	vd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Dealt' App'v/Date:
Osage Dealer:	25-1-2168-SW-100C		
End Customer:	TWIN RIDGE ROAD		
Osage Industries, Inc. P.O. BOX 718 LINN, MO. 65051			
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: EXTERIOR LAYOUT, CURBSIDE TYPE-I SUPER-WARRIOR	
Drawn By:	S.A.H.	Date:	09-27-22
Scale:	NOT TO SCALE	Revision#	1



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.
NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

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Rev.#	Revision Description	Date	Rev'd	App'd	vd

NOTICE

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Stock/Job#:
Osage Dealer:
End Customer:

Drawing#
25-1-2168-SW-102

Cust. App'v/Date#

Decl'r App'v/Date:

Osage Industries, Inc.

TWIN RIDGE ROAD P.O. BOX 718

LINN, MO. 65051

Drawn By: S.A.H.

Date: 09-27-22

Scale:

NOT TO SCALE

Drawing Description:

FORWARD INTERIOR
TYPE-1 SUPER-WARRIOR

Revision#

1

Technical drawing of a vehicle interior layout, showing dimensions and components. The drawing includes a side view of the vehicle interior with various components labeled and dimensions provided.

Dimensions (inches):

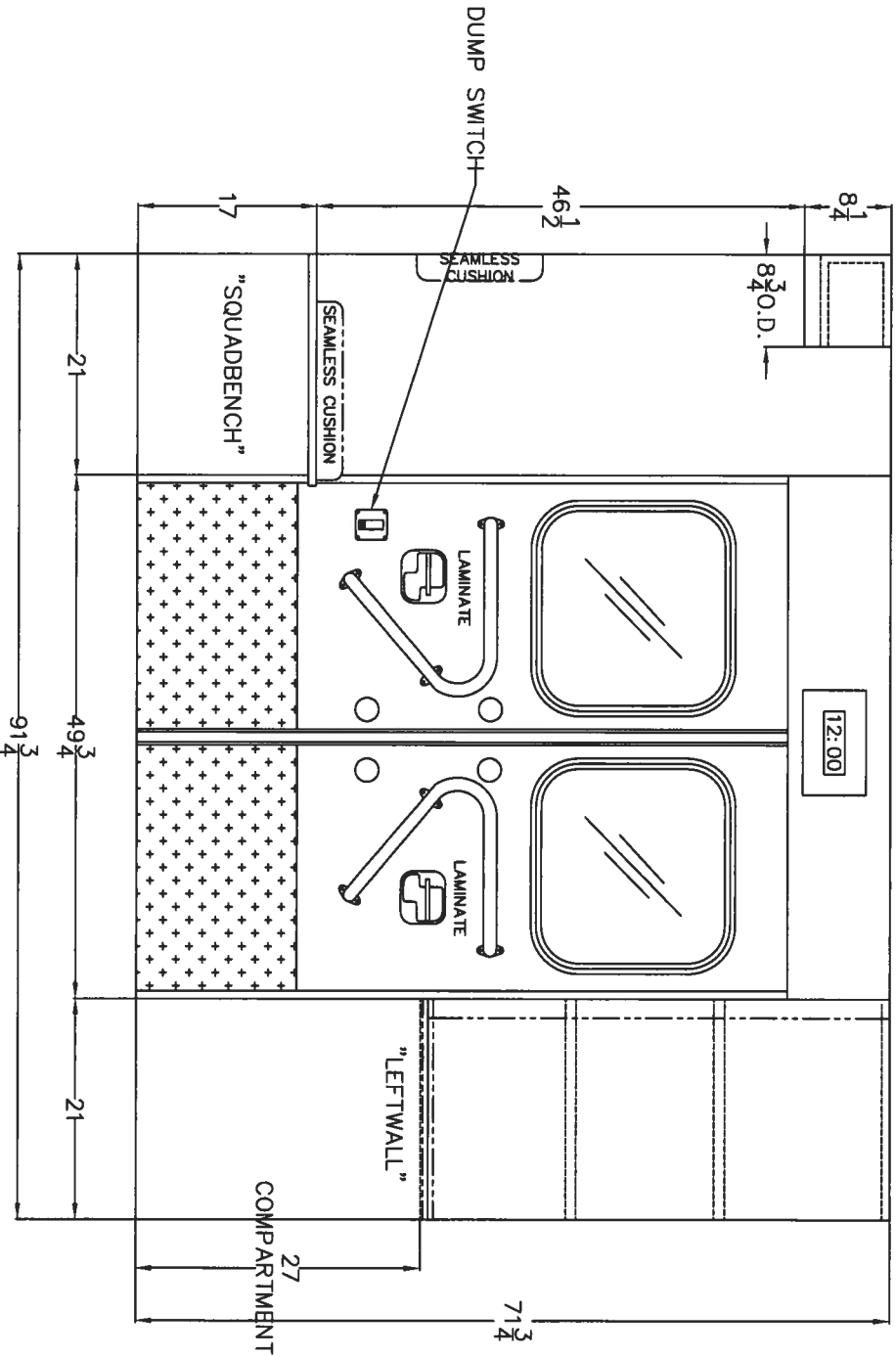
- Overall width: 162 $\frac{1}{4}$
- Overall height: 71 $\frac{3}{4}$
- Top section height: 17 $\frac{5}{8}$
- Top section width: 21
- Top section depth: 34 $\frac{3}{4}$
- Top section width (left): 54 $\frac{1}{8}$
- Top section width (right): 22 $\frac{3}{4}$
- Top section depth (left): 33
- Top section depth (right): 137 $\frac{3}{4}$
- Top section depth (left): 86 $\frac{3}{4}$
- Top section depth (right): 18
- Top section depth (left): 41 $\frac{1}{8}$
- Top section depth (right): 41 $\frac{1}{8}$
- Top section depth (left): 104 $\frac{3}{4}$
- Top section depth (right): 5 $\frac{1}{4}$
- Top section depth (right): 8 $\frac{1}{4}$
- Top section depth (left): 43" MIN.
- Top section depth (right): 46 $\frac{1}{2}$
- Top section depth (left): 17

Labels and Components:

- "BULKHEAD"
- "ALS"
- CUSHION
- LAMINATED DOOR PANEL
- SEAMLESS CUSHION
- SEAMLESS CUSHION
- "SPLIT-LID" SQUAD BENCH
- FLIP-UP PLEXIGLAS
- FLIP-UP PLEXIGLAS
- Window
- 43" MIN.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.					
Stock/Job#:	Drawing#	Cust. App'v./Date#	Deal'r App'v./Date:		
Osgae Dealer:	25-1-2168-SW-103				
End Customer:	TWIN RIDGE ROAD Osgae Industries, Inc. P.O. BOX 718 LINN, MO. 6505				
3					
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Rev.#	Revision Description	Date	Rev'd App'vd		
NOTICE This drawing and/or the information hereon is the exclusive property of Osgae Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osgae Industries.					
Drawing Description: CURBSIDE INTERIOR TYPE-1 SUPER-WARRIOR		Drawn By: S.A.H.	Date: 09-27-22	Scale: NOT TO SCALE	Revision# 1



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

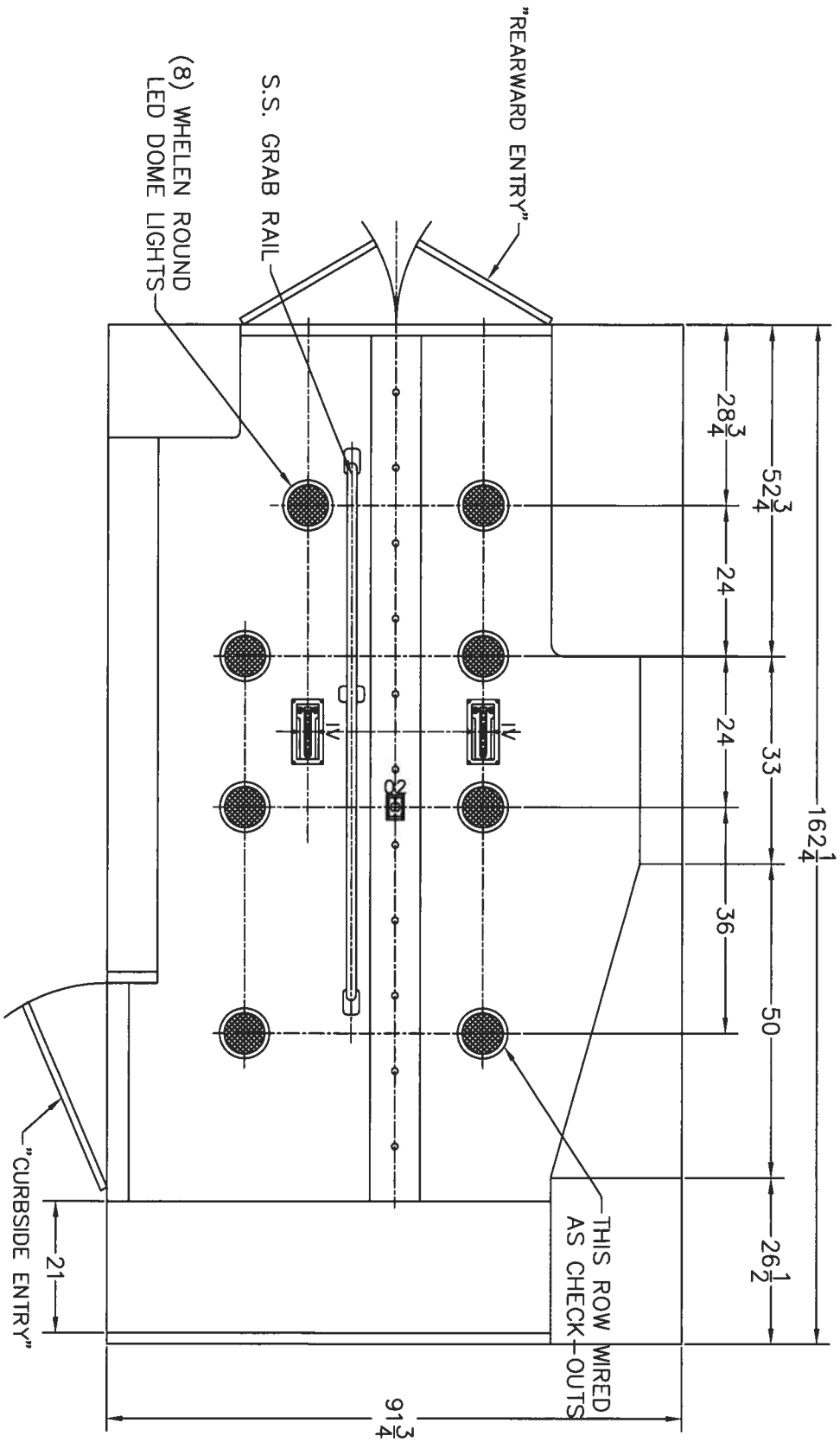
3					
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Rev.#	Revision Description	Date	Rev'd	App'd	

Stock/Job#:	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer:	25-1-2168-SW-104		
End Customer:	TWIN RIDGE ROAD		
	Osage Industries, Inc.		
	P.O. BOX 718		
	LINN, MO. 65051		

NOTICE

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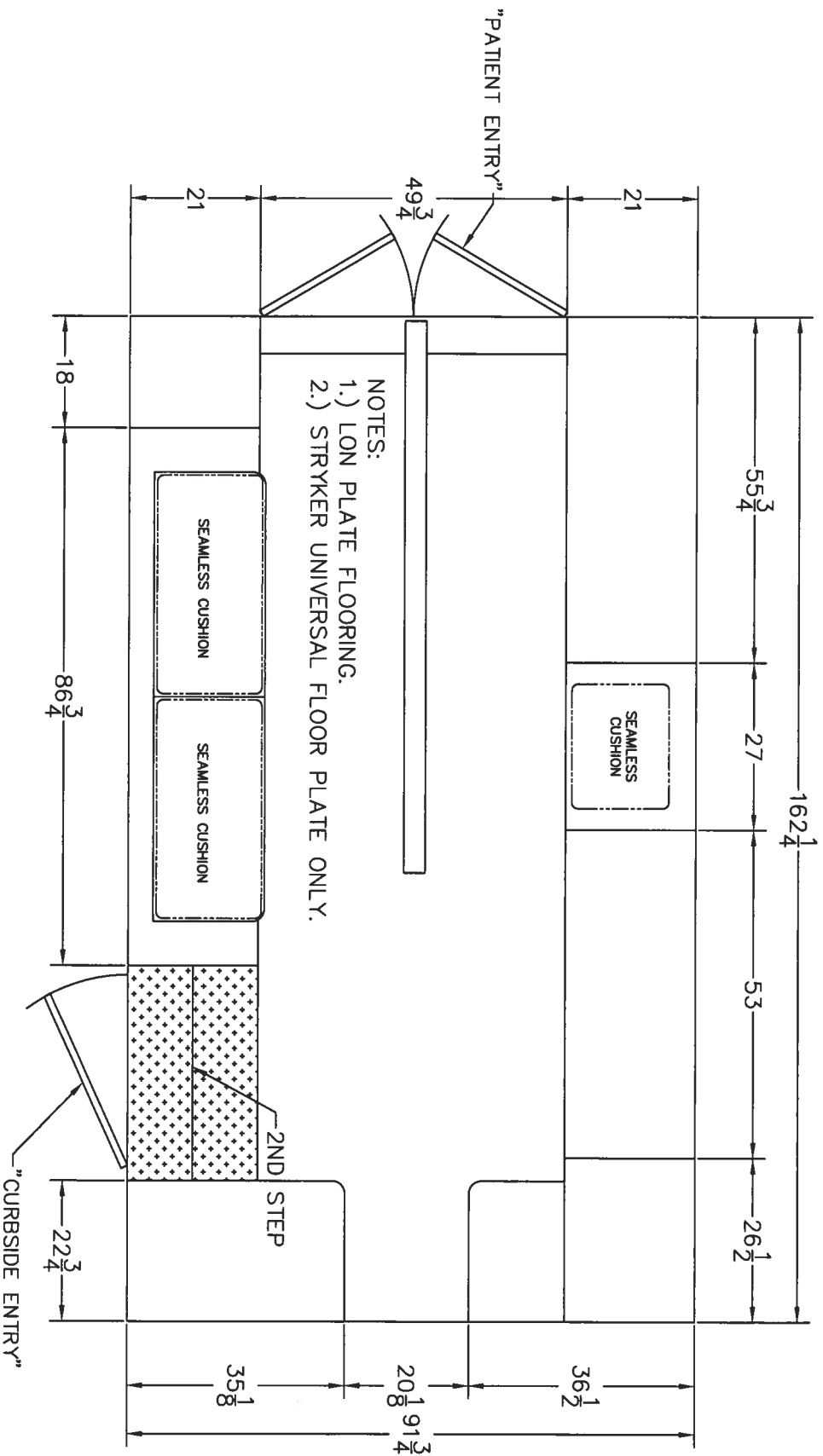
Drawn By:	S.A.H.	Date:	09-27-22	Scale:	NOT TO SCALE
Drawing Description:	REARWARD INTERIOR TYPE-1 SUPER-WARRIOR				
Revision#	1				



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

3				
2				
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Rev.#	Revision Description	Date	Rev'd	App'vd

Stock/Job#:	Drawing#	Cust.	App'v/Date#	Decl'r	App'v/Date:
Osage Dealer:	25-1-2168-SW-105				
End Customer:	TWIN RIDGE ROAD				
Osage Industries, Inc. P.O. BOX 718 LINN, MO. 65051					
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.					
Drawing Description:		Drawn By:	S.A.H.	Date:	09-27-22
CEILING LAYOUT		Scale:		NOT TO SCALE	
TYPE-1 SUPER-WARRIOR		Revision#		1	

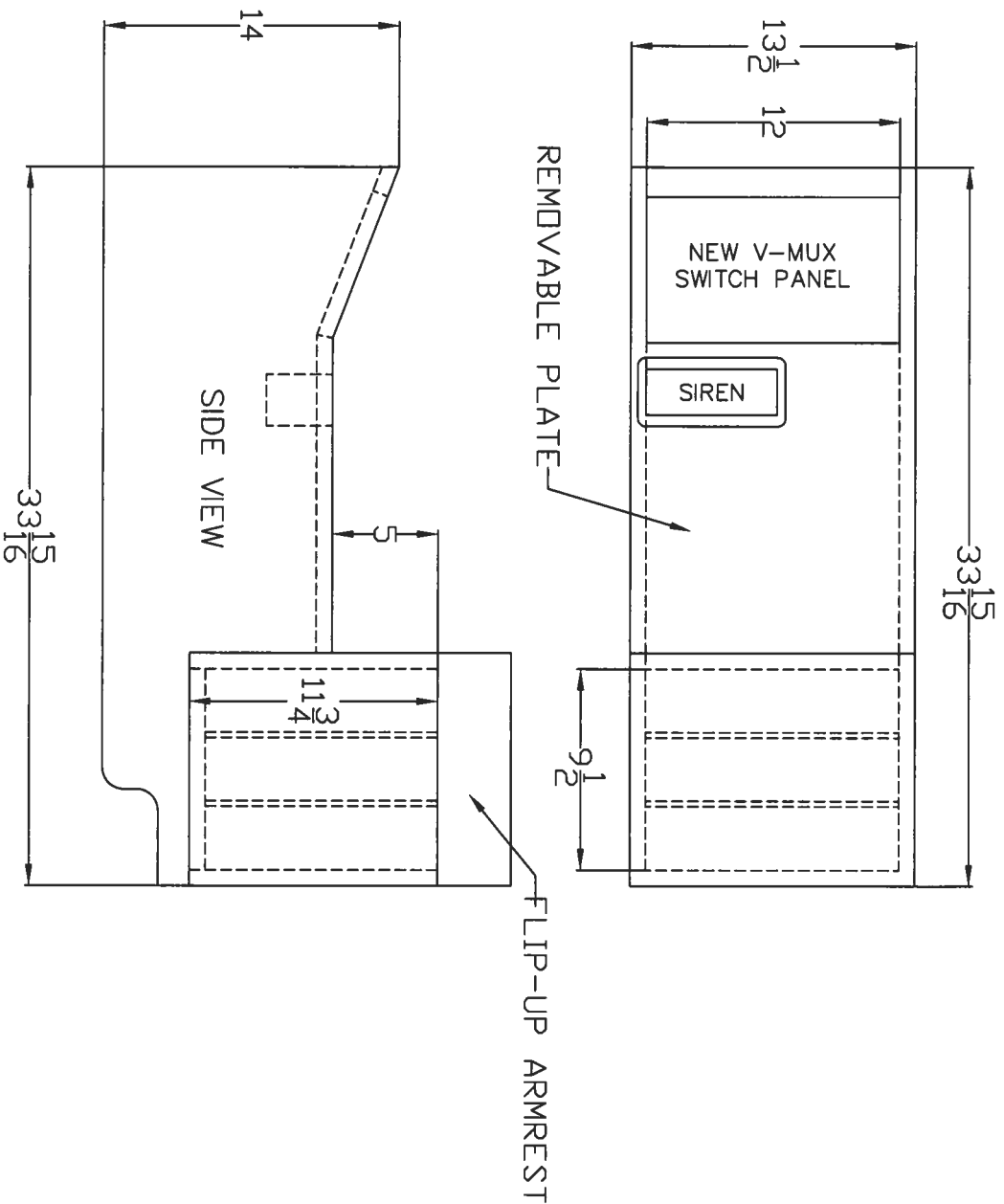


- NOTES:
- 1.) LON PLATE FLOORING.
 - 2.) STRYKER UNIVERSAL FLOOR PLATE ONLY.

NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

3				
2				
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Rev.#	Revision Description	Date	Rev'd	App'vd

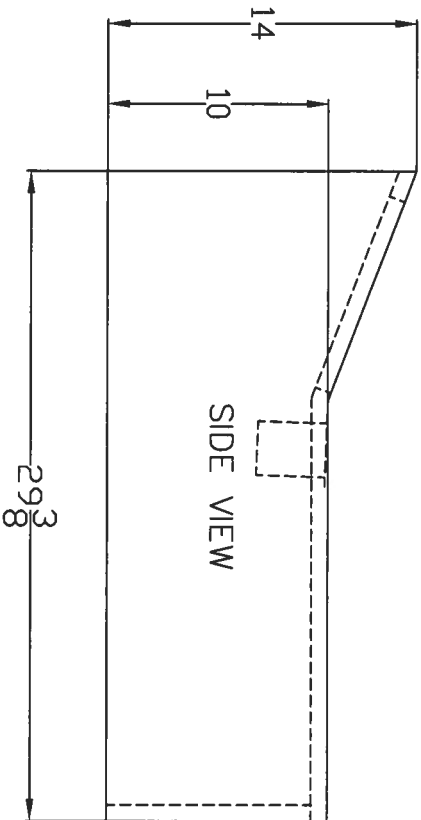
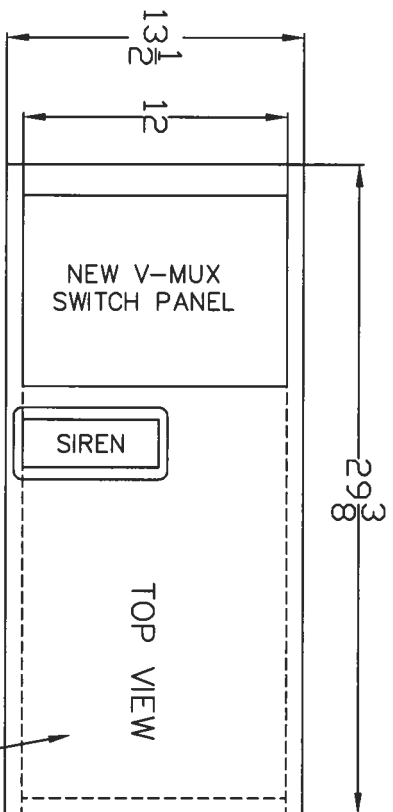
Stock/Job#:	Drawing#	Cust. App'v/Date#	Decl'r App'v/Date:
Osage Dealer:	25-1-2168-SW-106		
End Customer:	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: FLOOR LAYOUT TYPE-I SUPER-WARRIOR	
Drawn By:	S.A.H.	Date:	Scale:
		09-27-22	NOT TO SCALE
			Revision#
			1



NOTES: THIS DRAWING IS NOT TO SCALE.
 CHARACTERISTICS AND DIMENSIONS OF
 FINISHED PRODUCT MAY VARY.

3					
2					
1	PRODUCTION DRAFT		SAH		
Rev.#	Revision Description	Date	Rev'd	App'd	

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	PS-1-2168-SW-107A		
End Customer:	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.			
Drawn By:	Date:	Scale:	Revision#
S.A.H.	09-27-22	NOT TO SCALE	1
Drawing Description: OSAGE RADIO CONSOLE TYPE I, PASS-THROUGH			



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF
FINISHED PRODUCT MAY VARY.

3				
2				
1	PRODUCTION DRAFT		SAH	
Rev.#	Revision Description	Date	Rev'd	App'd

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	25-1-2168-SW-107B		
End Customer:	Osage Industries, Inc. TWINRIDGE ROAD P.O. BOX 718 LINN, MO. 65051		

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Drawn By:	Date:	Scale:
S.A.H.	09-27-22	NOT TO SCALE

OSAGE RADIO CONSOLE
TYPE I, CRAWL-THROUGH

Revision#

1



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: Council Elections

Date: December 2, 2022

BACKGROUND

City Councilmember terms for Wards 1 and 2 will expire in April 2023. Per 26 O.S. § 13-102, the governing body is required to submit a resolution not fewer than fifteen days before the filing period of any regular municipal election to the secretary of the county election board. The filing period for the April 4, 2023 election begins Monday, February 6, 2023 at 8:00 a.m., and closes on Wednesday, February 8 at 5:00 p.m.

Furthermore, per 11 O.S. § 16-101, the governing body shall give notice of a general municipal election by publishing the resolution calling for the election in a newspaper of general circulation in the municipality at least ten days before the beginning of the filing period.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2022-38.

ATTACHMENTS:

1. Resolution 2022-38
2. 2023 Statutory Election Dates and Deadlines

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2022-38**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ESTABLISHING A DATE FOR THE ELECTION OF OFFICERS, ESTABLISHING A FILING PERIOD, ESTABLISHING A TERM OF OFFICE, AND ESTABLISHING QUALIFICATIONS.

BE IT RESOLVED by the governing body of the City of Coweta, Oklahoma, that for the purpose of electing officers of said City of Coweta, Oklahoma that:

A nonpartisan general election, if needed, shall be held on April 4, 2023.

BE IT FURTHER RESOLVED that the filing period for electing officers of the City of Coweta, Oklahoma shall begin at 8:00 a.m. on Monday, February 6, 2023 and close at 5:00 p.m. on Wednesday, February 8, 2023.

BE IT FURTHER RESOLVED that the officers of the City of Coweta, Oklahoma to be elected are nominated by ward and elected at large.

BE IT FURTHER RESOLVED that the following officers will be elected for four-year terms:

<u>OFFICE</u>	<u>TERM EXPIRES</u>
Councilmember Ward 1	2027
Councilmember Ward 2	2027

BE IT FURTHER RESOLVED that each candidate must be a qualified elector by virtue of being a resident and registered voter within the ward for at least six (6) months prior to filing a declaration of candidacy.

BE IT FURTHER RESOLVED that absentee ballots will be provided in accordance with Oklahoma State Law.

BE IT FURTHER RESOLVED that the following Wagoner County Precincts are authorized to be closed since no persons reside within those precincts:

Precinct No. 730109, Precinct No. 730305, Precinct No. 730307, and Precinct No. 730310.

Adopted this 5th day of December, 2022.

Evette Young, Mayor

Attest:

Approved as to form:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney

2023 Statutory Election Dates and Deadlines

PLEASE NOTE: If the Governor calls a special election to fill a vacancy in the State Legislature, deadlines shown below will be superseded by the deadlines for a special legislative election for all counties and all entities included in the legislative district where the vacancy exists.

Election Date	Election Type	Resolution Due	Statutory Filing Period	Last Day to Begin* Special Filing Period	Voter Registration
January 10 (2nd Tuesday)	Special Elections Propositions Only	November 10, 2022 (60 days before election)			December 16, 2022
February 14 (2nd Tuesday)	Board of Education Primary Elections	November 18, 2022 (15 days before filing)	December 5 – 7, 2022		January 20
	Special Elections Candidates Propositions	December 15, 2022 (60 days before election)		20 th Day: January 5	
March 7 (1st Tuesday)	Special Elections Propositions Only	December 21 (75 days before election)			February 10
April 4 (1st Tuesday)	Board of Education General Election				March 10
	Statutory Municipal General Elections	January 20 (15 days before filing)	February 6 – 8		
	Special Elections Candidates Propositions	February 2 (60 days before election)		20 th Day: February 23	
May 9 (2 nd Tuesday)	Special Elections Propositions Only	March 9 (60 days before election)			April 14
June 13 (2 nd Tuesday)	Special Elections Candidates Propositions	April 13 (60 days before election)		20 th Day: May 4	May 19
July 11 (2 nd Tuesday)	Special Elections Propositions Only	May 11 (60 days before election)			June 16
August 8 (2 nd Tuesday)	Special Elections Propositions Only	June 8 (60 days before election)			July 14
September 12 (2 nd Tuesday)	Special Elections Candidates Propositions	July 13 (60 days before election)		20 th Day: August 3	August 18
October 10 (2 nd Tuesday)	Special Elections Propositions Only	August 10 (60 days before election)			September 15
November 14 (2 nd Tuesday)	Special Elections Candidates Propositions	September 14 (60 days before election)		20 th Day: October 5	October 20
December 12 (2 nd Tuesday)	Special Elections Propositions Only	October 12 (60 days before election)	Special elections permitted with 60-day notice in December in odd-numbered years only in municipalities with population in excess of 250,000.		November 17

* The 20th day following the resolution due date is the **last possible day** on which to begin a special candidate filing period. Entities must set dates for a special filing period in the resolution to call the special candidate election.



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Supplemental Appropriations for Governmental Funds
Date: December 7, 2022

BACKGROUND

The FY2023 Budget contains approval for the lease-purchase of re-boxing two of our existing ambulances. One of the units was completed earlier this year and is under lease with FNB Coweta.

The second remount is nearing completion. Staff has reviewed the available unrestricted fund balance in the Rural Fire Fund and has determined that purchasing the remount unit outright will save approximately \$11,800 in interest over the course of a 5-year lease.

The FY23 budget has a remaining appropriation of \$26,000 originally intended for lease payments.

Staff recommends transferring the \$26,000 from Lease Payments to Vehicles, and the approval a budget amendment to appropriate the remaining needed funds for the purchase of the remount unit:

	<u>Supplemental Appropriation</u>	<u>Fund/Dept</u>
<u>Revenues:</u>		
Unappropriated Fund Balance	\$85,000	Rural Fire/Fire
<u>Expenditures:</u>		
Vehicles, 13-5403.095	\$85,000	Rural Fire/Fire

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2022-39.

ATTACHMENTS:

Resolution 2022-39

CITY OF COWETA, OKLAHOMA
RESOLUTION 2022-39

**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, 2023.**

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2022-2023; 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:

	<u>Supplemental</u>	<u>Fund/Dept</u>
	<u>Appropriation</u>	
<u>Revenues:</u>		
Unappropriated Fund Balance	\$85,000	Rural Fire/Fire
	<u>Supplemental</u>	<u>Fund/Dept</u>
	<u>Appropriation</u>	
<u>Expenditures:</u>		
Vehicles, 13-5403.095	\$85,000	Rural Fire/Fire

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 5th Day of December 2022.

ATTEST:

Evette Young, Mayor

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney