



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 11, 2023 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 consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

NAOMI HOGUE_____

LOGAN BROWN_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

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. PROCLAMATIONS/PRESENTATIONS

1. PRESENTATION OF PROPOSED CONCEPTUAL PARK PLAN

COUNTY ENGINEER RACHEL COOPER SHALL PRESENT A PROPOSED CONCEPTUAL PLAN FOR DRAINAGE, PARKING AND FACILITY IMPROVEMENTS AT THE COWETA SPORTS PARK.

VI. 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. COWETA FALL FESTIVAL VENDORS

APPROVAL OF THE WAIVER OF LICENSE FEES AND BACKGROUND CHECKS REQUIRED BY ORDINANCE NO. 857 FOR COWETA CHAMBER OF COMMERCE REGISTERED VENDORS PARTICIPATING IN THE COWETA FALL FESTIVAL SEPTEMBER 14TH THROUGH THE 16TH, 2023. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230911 STAFF REPORT FALL FESTIVAL VENDORS.PDF](#)

2. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON AUGUST 7, 2023.

Documents:

[230807-COUNCIL MINUTES.PDF](#)

VII. OLD BUSINESS

1. AWARD OF BID (TABLED FROM AUGUST MEETING)

DISCUSSION AND POSSIBLE ACTION ON AN AWARD OF BID TO THE LOWEST RESPONSIBLE BIDDER, TRI-STAR CONSTRUCTION, IN THE AMOUNT OF \$160,000.00 FOR THE CONSTRUCTION OF A PUBLIC PARKING LOT AT THE INTERSECTION OF HIGHWAY 72 AND CHESTNUT STREET. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230807 COWETA PARKING LOT BID RECOMMENDATION.PDF](#)

2. LEASE FOR STORAGE BUILDING

DISCUSSION AND POSSIBLE ACTION TO APPROVE A 10-MONTH LEASE FOR STORAGE OF FIRE DEPARTMENT AND PUBLIC WORKS DEPARTMENT EQUIPMENT. (BRIAN WOODWARD, INTERIM FIRE CHIEF)

Documents:

[230911 STAFF REPORT BUILDING LEASE.PDF](#)

[230911 LEASE AGREEMENT.PDF](#)

3. PUBLIC BID EUFAULA BRIDGE

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE ISSUANCE OF A PUBLIC BID PACKAGE RELATED TO THE CONSTRUCTION OF A BRIDGE OVER THE CREEK ON EUFAULA AVENUE. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230911 STAFF REPORT EUFAULA BRIDGE.PDF](#)

4. ESCROW AGREEMENT

DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO EXECUTE A CERTAIN ESCROW AGREEMENT AT BANCFIRST CORPORATE TRUST, PENDING REVIEW BY THE CITY ATTORNEY, IN THE AMOUNT OF \$450,000.00 PERTAINING TO THE EUFAULA AVENUE BRIDGE DEVELOPMENT AGREEMENT WITH RETAIL BUILDINGS, INC DATED FEBRUARY 9, 2023. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230911 STAFF REPORT RESOLUTION ESCROW AGREEMENT.PDF](#)

[RBI BRIDGE DEVELOPMENT AGREEMENT.PDF](#)

5. PURCHASE OF POLICE VEHICLES

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF FOUR (4) DODGE DURANGO POLICE VEHICLES FROM JOHN VANCE MOTORS IN THE COMBINED AMOUNT OF \$ 189,432.00 TO BE FUNDED FROM BUDGET LINE ITEM 12-5403.007. (MIKE BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT DODGE DURANGO.PDF](#)
[FY24 CIP PROJECT COST PLANNING SHEET VEHICLES .PDF](#)
[QUOTE FOR JOHN VANCE MOTORS.PDF](#)

6. POLICE VEHICLE EQUIPMENT

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR FOUR (4) NEW POLICE VEHICLES FROM L3HARRIS TECHNOLOGIES, INC., MEEKS GROUP, AND VISUAL FORCE, INC. IN THE COMBINED AMOUNT OF \$98,561.88 FUNDED FROM BUDGET LINE ITEM 12-5404.007. (MIKE BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT DODGE DURANGO EQUIPMENT .PDF](#)
[COPY OF FY24 CIP PROJECT COST PLANNING SHEET EQUIPMENT VEHICLES .PDF](#)
[QUOTE FOR HARRIS.PDF](#)
[QUOTE FOR MEEKS.PDF](#)
[QUOTE VISUAL FORCE.PDF](#)

7. CAD PURCHASE

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF A COMPUTER AIDED DISPATCH SYSTEM FROM HUBER & ASSOCIATES, INC. IN THE TOTAL AMOUNT OF \$97,255.00 FUNDED FROM THE E911 FUND 12-5404.087. (MIKE BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT FOR CAD PURCHASE 2023-2024.PDF](#)
[FY24 CIP PROJECT COST PLANNING SHEET CAD.PDF](#)
[CAD USER LICENSE AGREEMENT.PDF](#)

8. RESOLUTION 2023-35 ACCEPTING SANITARY SEWER EASEMENT

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-35, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ACCEPTING AS PUBLIC PROPERTY A 25-FOOT SANITARY SEWER LINE EASEMENT LOCATED WITHIN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA. (ROBYN MURRAY, COMMUNITY DEVELOPMENT SUPERVISOR)

Documents:

[230911 STAFF REPORT RESOLUTION 2023-35.PDF](#)
[230911 RESOLUTION 2023-35.PDF](#)

9. RESOLUTION 2023-36

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-36, 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 FOR FISCAL YEAR ENDING JUNE 30, 2024. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230911 STAFF REPORT RESOLUTION 2023-36.PDF](#)
[230911-SUPPLEMENTALS RESO 2023-36-GOVT.PDF](#)

VIII. EXECUTIVE SESSION

(Pursuant to 25 O.S. Section 307 the City Council may enter into executive session for the purposes specifically provided in this section.)

1. DISCUSSION

REQUEST FOR AN EXECUTIVE SESSION FOR THE PURPOSES OF DISCUSSIONS RELATED TO THE PURCHASE OR APPRAISAL OF REAL PROPERTY IN ACCORDANCE WITH 25 O.S.

307.B.3. FOR A UTILITY EASEMENT AND MUNICIPAL USE PROPERTY.

2. POSSIBLE ACTION

THE CITY COUNCIL MAY TAKE ANY ACTION DEEMED NECESSARY BY THE CITY COUNCIL ARISING OUT OF THE DISCUSSIONS IN THE FOREGOING EXECUTIVE SESSION PERTAINING TO A UTILITY EASEMENT.

3. POSSIBLE ACTION

THE CITY COUNCIL MAY TAKE ANY ACTION DEEMED NECESSARY BY THE CITY COUNCIL ARISING OUT OF THE DISCUSSIONS IN THE FOREGOING EXECUTIVE SESSION PERTAINING TO MUNICIPAL USE PROPERTY.

4. DISCUSSION

DISCUSSION AND APPROPRIATE ACTION RELATED TO A PROPOSED EXECUTIVE SESSION PURSUANT TO 25 O.S. SECTION 307(B)(1) FOR THE PURPOSE OF DISCUSSING THE EMPLOYMENT OF CITY MANAGER ROGER KOLMAN, AND CONSIDERATION OF RENEWAL OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF COWETA, THE COWETA PUBLIC WORKS AUTHORITY AND THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY AND ROGER KOLMAN FOR THE PERIOD OF TIME FROM OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, UNDER SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE EXISTING EMPLOYMENT AGREEMENT EXPIRING ON OCTOBER 1, 2023.

5. POSSIBLE ACTION

DISCUSSION AND APPROPRIATE ACTION RELATED TO DISCUSSIONS HELD IN EXECUTIVE SESSION CONCERNING THE EMPLOYMENT OF CITY MANAGER ROGER KOLMAN, AND POSSIBLE RENEWAL OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF COWETA, THE COWETA PUBLIC WORKS AUTHORITY AND THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY AND ROGER KOLMAN FOR THE PERIOD OF TIME FROM OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, UNDER SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE EXISTING EMPLOYMENT AGREEMENT EXPIRING ON OCTOBER 1, 2023.

IX. NEW BUSINESS

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

X. 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.



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Mémorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Fall Festival Vendors
Date: 9/11/23

BACKGROUND

Ordinance 857 requires that itinerant vendors and food truck operators comply with certain requirements to operate within the city limits. By tradition, the City has waived those requirements for the vendor registered with the Coweta Chamber of Commerce for the Fall Festival Event. Those registered vendors are providing information to the Chamber of Commerce that is similar to what the city would require if they were operating outside a special event area.

Given the nature of the special event and that some of the vendors registered with the Chamber are also registered with the City as permanent or itinerant businesses, there is no need to double the paperwork required to participate in the special event.

STAFF RECOMMENDATION

Staff recommends approval of the waiver of the registration, fee, and background requirements of Ordinance 857 for vendors registered with the Coweta Chamber of Commerce for the Fall Festival special event.

ATTACHMENTS

N/A

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, August 7, 2023 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Logan Brown, Harold Chance, Caroline Martin, Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Councilmembers discussed the upcoming Fall Festival in September 2023. City Manager Roger Kolman advised that the Chamber of Commerce was looking for volunteers to help with the event.

V. PROCLIMATIONS/PRESENTATIONS

1. Presentation of Life Saving Awards

Police Chief Mike Bell presented Life Saving awards pertaining to a recent call occurring in Coweta to Sergeant Scott Fraley, Officer Nick Winters, and Wagoner County Lieutenant Jack Carey.

VI. CONSENT

Motion by Harold Chance, second by Logan Brown to approve the consent calendar items:

1. Approval of the minutes of the Coweta Council regular meeting on July 3, 2023.
2. Affirmation of the City Manager's approval of the progress payment No. 3 for the Village subdivision waterline project to Stronghand, LLC in the amount of \$83,445.22.
3. Approval of the quarterly financial results and operational activities of the City of Coweta's 911 system for the quarter ending June 30, 2023, in accordance with 63 O.S. §2815 (F).

Aye: Harold Chance
Logan Brown
Caroline Martin
Randy Woodward
Naomi Hogue

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

VII. Old Business

1. JOINT RESOLUTION APPOINTING A TREASURER

Roger Kolman led the discussion and requested possible action on the adoption of Resolution 2023-29, appointing a treasurer to act for on and on behalf of each entity.

Motion by Logan Brown, second by Harold Chance to adopt Resolution 2023-29, a joint resolution of City Council of the city of Coweta, Oklahoma, an Oklahoma Municipal Corporation, and the board of trustees of the Coweta Public Works Authority, an Oklahoma Public Trust, and the board of trustees of the Coweta Industrial Development Authority, an Oklahoma Public Trust, appointing a treasurer to act for on and on behalf of each entity.

Aye: Logan Brown
Harold Chance
Caorline Martin
Randy Woodward
Naomi Hogue

2. RESOLUTION 2023-30 BANK SIGNATORIES

Roger Kolman discussed and requested possible action on the adoption of Resolution 2023-30, approving the authorized signatories on certain accounts held by the First National Bank of Coweta.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2023-30, a resolution of the City Council of the City of Coweta, Oklahoma, approving the authorized signatories on certain accounts held by First National Bank of Coweta

Aye: Harold Chance
Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

3. AUTHORIZED AGENT FOR OKLAHOMA MUNICIPAL RETIREMENT FUND

Roger Kolman discussed and requested possible action on the approval of appointment of Marcy Kilgore as Oklahoma Municipal Retirement Fund authorized agent for the City of Coweta and authorization for the Mayor to sign a authorized agent notification form.

Motion by Harold Chance, second by Randy Woodward to approve the appointment of Marcy Kilgore as Oklahoma Municipal Retirement Fund authorized agent for the City of Coweta and authorization for the Mayor to sign authorized agent notification form.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

Aye: Harold Chance
Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

4. ACCEPTING DONATION OF BUNKER GEAR

Interim Fire Chief Brian Woodward led discussion and requested possible action approving a certain donation agreement with the City of Broken Arrow pertaining to the donation of 20 sets of bunker gear from the City of Broken Arrow for the Coweta Fire Department's Volunteer Firefighter program.

Motion by Harold Chance, second by Randy Woodward, to approve the donation agreement with the City of Broken Arrow pertaining to the donation of 20 sets of bunker gear from the City of Broken Arrow for the Coweta Fire Department's Volunteer Firefighter program.

Aye: Harold Chance
Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

5. HARRIS HANDHELD RADIO PURCHASE (2ND PHASE)

Interim Fire Chief Brian Woodward led discussion and requested possible action on the approval of the purchase of 11 handheld portable radios and one multi bank charger from L3 Harris Technologies in the amount of \$33,732.28.

Motion by Harold Chance, second by Randy Woodward, to approve the purchase of 11 handheld portable radios and one multi bank charger from L3 Harris Technologies in the amount of \$33,732.28.

Aye: Harold Chance
Randy Woodward
Namoi Hogue
Logan Brown
Caroline Martin

6. FINAL PLAT- SPRADLIN ESTATES PHASE II

Community Development Supervisor Robyn Murray discussed and requested possible action on the approval of the final plat of the Spradlin Estates Phase II subdivision, located within Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

Motion by Harold Chance, second by Randy Woodward, to approve the final plat of the Spradlin Estates Phase II subdivision, located within Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Aye: Harold Chance
Randy Woodward
Namoi Hogue
Logan Brown
Caroline Martin

7. RESOLUTION 2023-24 ACCEPTING INFRASTRUCTURE SPRADLIN ESTATES PHASE II

Community Development Supervisor Robyn Murray discussed and requested possible action on the adoption of Resolution 2023-24, a resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain paving, grading, sanitary sewer, and drainage improvements as shown on the final plat for the Spradlin Estates Phase II subdivision located within Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Motion by Logan Brown, second by Harold Chance, to adopt Resolution 2023-24, a resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain paving, grading, sanitary sewer, and drainage improvements as shown on the final plat for the Spradlin Estates Phase II subdivision located within Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Aye: Logan Brown
Harold Chance
Caroline Martin
Randy Woodward
Namoi Hogue

8. ORDINANCE 871 – REZONING CZ 23-06

Community Development Supervisor Robyn Murray discussed and requested possible action on the adoption of Ordinance 871, an ordinance of the City of Coweta, Oklahoma related to the rezoning of property from Residential Manufactured Home (RMH) to Residential Single-Family (RS-1), located in Section 27, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the United States government survey thereof, and generally known as 25072 E 101st Street South.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

Motion by Logan Brown, second by Harold Chance to adopt Ordinance 871, an Ordinance of the City of Coweta, Oklahoma related to the rezoning of property from Residential Manufactured Home (RMH) to Residential Single-Family (RS-1), located in Section 27, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the United States government survey thereof, and generally known as 25072 E 101st Street South.

Aye: Logan Brown
Harold Chance
Caroline Martin
Randy Woodward
Naomi Hogue

9. DECLARATION OF AN EMERGENCY ORDINANCE 871

Discussion was held regarding possible action declaring an emergency for Ordinance No. 871.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 871, making it effective immediately upon passage and approval.

Aye: Harold Chance
Randy Woodward
Caroline Martin
Naomi Hogue
Logan Brown

10. ANIMAL SHELTER IMPROVEMENTS

Chief of Police Mike Bell led discussion and requested possible action on accepting a quote from Walker's Electric to provide equipment and make certain improvements to the City of Coweta's Animal Control facility in the amount of \$17,500.00 and to direct the City Manager to execute all necessary documents.

Motion by Harold Chance, seconded by Randy Woodward, to accept a quote from Walker's Electric to provide equipment and make certain improvements to the City of Coweta's Animal Control facility in the amount of \$17,500.00 and to direct the City Manager to execute all necessary documents.

Aye: Harold Chance
Randy Woodward
Caroline Martin
Naomi Hogue
Logan Brown

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

11. OHSO HIGHWAY SAFETY GRANT

Chief of Police Mike Bell discussed and requested possible action on approval of an OHSO Highway Safety grant application in the amount of \$17,200.00 and the approval of the Mayor to execute all necessary documents related thereto.

Motion by Logan Brown, second by Harold Chance to approve an OHSO Highway Safety grant application in the amount of \$17,200.00 and the approval of the Mayor to execute all necessary documents related thereto.

Aye: Logan Brown
Harold Chance
Caroline Martin
Randy Woodward
Naomi Hogue

12. COX PHONE AND INTERNET SERVICE AGREEMENTS

City Manager Roger Kolman discussed and requested possible action on the approval of commercial services agreements with Cox for the provision of data and telephony services and the authorization for the City Manager to execute all documents related to agreements.

Motion by Harold Chance, second by Randy Woodward to approve commercial services agreements with Cox for the provision of data and telephony services and the authorization for the City Manager to execute all documents related to agreements.

Aye: Harold Chance
Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

13. AWARD OF BID

City Manager Roger Kolman discussed and requested possible action on an award of a bid to the lowest responsible bidder, Tri-Star Construction, in the amount of \$160,000.00 for the construction of a public parking lot at the intersection of Highway 72 and Chestnut Street.

Motion by Logan Brown, second by Naomi Hogue to table the item to the next meeting on September 11, 2023.

Aye: Logan Brown
Naomi Hogue
Harold Chance

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
August 7, 2023, 6:00 P.M.

Caroline Martin
Randy Woodward

14. RESOLUTION 2023-33 ADOPTING AMENDMENTS

City Manager Roger Kolman discussed and requested possible action on the adoption of Resolution 2023-33, a resolution of the City Council of the City of Coweta, Oklahoma adopting the amendments to the annual appropriations for the budget for the City of Coweta for fiscal year ending June 30, 2024.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2023-33, a resolution of the City Council of the City of Coweta, Oklahoma adopting the amendments to the annual appropriations for the budget for the City of Coweta for fiscal year ending June 30, 2024.

Aye: Harold Chance
Randy Woodward
Naomi Hogue
Shorty Chance
Caroline Martin

Mayor Naomi Hogue called for recess.

Motion by Logan Brown, second by Randy Woodward to recess the meeting at 6:26 p.m. to reconvene following the meeting of the Coweta Industrial Development Authority.

Aye: Logan Brown
Randy Woodward
Naomi Hogue
Harold Chance
Caroline Martin

Mayor Naomi Hogue reconvened the meeting at 6:35 p.m.

VIII. EXECUTIVE SESSION

1. Discussion

Motion by Logan Brown, second by Randy Woodward to enter Executive Session at 6:35 p.m. for the purpose of discussions related to the purchase or appraisal of real property in accordance with 25 O.S. 307.B.3.

Aye: Logan Brown
Randy Woodward

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Naomie Hogue
Harold Chance
Caroline Martin

2. Possible Action

Motion by Harold Chance, second by Randy Woodward to take no action at this time.

Aye: Harold Chance
Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

IX. NEW BUSINESS

There was no new business.

X. ADJOURNMENT

Mayor Hogue adjourned the meeting at 7:20 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk



August 3, 2023

Roger Kolman, City Manager
City of Coweta
PO Box 850
Coweta, OK 74429

Reference: City of Coweta – Parking Lot
Engineer's Recommendation for Award
Bid Number: PAV23-001

Dear Mr. Kolman:

Pursuant to the bid opening held on August 3, 2023, attached please find the bid tabulation for the subject project. The bid opening consisted of six (6) responsive bidders.

The apparent low base bidder of \$160,000.00 for the subject project is Tri-Star Construction. To the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends City of Coweta award the subject contract to the low base bidder, Tri-Star Construction, at \$160,000.00.

Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read 'Cainan Anthony'.

Cainan Anthony, P.E.
Construction Manager

cc: file



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Deputy Fire Chief

Re: 10 Month Lease Agreement

Date: September 5th, 2023

BACKGROUND

The Coweta Fire Department is requesting to approve a 10 month lease agreement for the property located at 14464 S 300th E Ave. This contract is for 10 months due to attorney approval and getting correct signatures in place before previous council meeting. This building will store Fire Department, Emergency Management & Public Works Authority items in a heated building.

STAFF RECOMMENDATION

Staff recommends a motion to approve the lease agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease", executed at 310 S. Broadway, Coweta, Oklahoma on this _____ day of August, 2023, by and between and **Raymond C. Sisco and Carol S. Sisco**, Husband and Wife, 13883 S. 303 E. Ave, Coweta, Wagoner County, Oklahoma 74429, hereinafter referred to as "Lessor", and the **CITY OF COWETA, OKLAHOMA**, an Oklahoma municipal corporation, having its principal place of business at 310 S. Broadway, Coweta, Wagoner County, Oklahoma, 74429, hereinafter referred to as "Lessee".

WITNESSTH:

Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, real property owned by the Lessor, as is hereinafter more specifically described, for all purposes associated with the maintenance, storage and use of ambulance and fire service apparatus and equipment, and any other purpose desired by Lessee. The property leased is described as follows:

Tract A, Less the West 76 feet thereof, Mission Acres West, a subdivision of part of the East Half of the West Half of the Southwest Quarter of the Northeast Quarter (E/2 W/2 SW/4 NE/4) of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

The Property above referred to is located at 14464 S. 300th E. Avenue, Coweta, Oklahoma 74429, and is depicted on attached Exhibit "A".

The foregoing property shall hereinafter be referred to as "the Property".

Lessor shall lease to Lessee the Property under the following terms and conditions, to-wit:

TERM:

The term of this Lease shall be for a period of Ten (10) Months. Following execution of this Lease, the effective period of the Lease shall be 12:01 o'clock a.m. on September 1, 2023, to 11:59 o'clock p.m. on June 30, 2024.

RENT:

Lessee shall pay unto Lessor during the term hereof the total sum of Fifteen Thousand and no/100s Dollars (\$15,000.00) as and for rent for the Property as well as all personal property of Lessor, if any, contained therein or thereon. Said sum shall be payable in monthly installments of One Thousand Five Hundred and no/100 Dollars (\$1,500.00). Said sum shall be paid to Lessor at Lessor's address set forth above on or before the first day of each month during the term hereof beginning on the 1st day of August, 2023.

USE, INSPECTION, PROPERTY CONDITION-

Lessee shall not use or permit the Property or any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the said Property is hereby leased. Lessee shall comply with all requirements pertaining to its use of the Property as required by law.

ABANDONMENT:

Lessee shall not vacate or abandon the Property at any time during the term. If Lessee shall abandon, vacate, or surrender the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Property for a period of sixty (60) days beyond Lessee's vacating the property, shall be deemed to be abandoned, at the option of Lessor.

PAYMENT OF UTILITY SERVICES BY LESSEE:

Lessee shall pay for all utility charges incurred by it for utility services supplied to the Property during the term of this Lease.

ALTERATIONS:

Lessee, conditioned upon obtaining Lessor's prior written consent, shall have the right, at Lessee's sole expense, to make all alterations, additions, and changes, on the Property, as may be necessary for the purpose for which the Property is leased to Lessee.

USE, POLLUTION CONTROL AND INDEMNIFICATION:

Lessee agrees not to use, or permit the use of, the Property in any manner or for any purpose that may be contrary to the laws of the United States of America, the State of Oklahoma, the Ordinances of the City of Coweta, Oklahoma, or contrary to the lawful rules, or regulations, or ordinances of any board, commission, or department having the jurisdiction to make or issue the same, and agrees to comply with all federal, state, and local solid-waste, air, water-pollution, and all other environmental control laws and regulations and to further comply with the terms, conditions, requirements, and provisions of any permits issued to Lessee by governmental agencies which cover the Property. Lessee agrees to correct and remediate any environmental condition on the Property created directly or indirectly by Lessee's use of the Property.

Lessee shall comply with all reasonable requirements pertaining to the Property for the maintenance of reasonable fire and public liability insurance covering the Property and appurtenances.

Lessee further agrees to utilize the Property in such a manner as not to permit said premises

to become a public nuisance.

LIABILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE, ETC. / INSURANCE.:

Lessee shall be responsible for its own liability for claims for injury to or death of persons as well as for loss or damage to Lessor's Property as well as Lessee's property, arising or occurring in connection with Lessee's use and occupancy of the Property by Lessee, subject to the limits of liability, exemptions from liability and defenses provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq., or any other applicable law. Lessee shall carry and maintain a policy of liability insurance insuring against all liability for all claims for injury to or death of persons or for loss or damage to personal property or the Property, arising or occurring in connection with the use of the Property in an amount no less than One Million Dollars and no/100 (\$1,000,000.00) in the aggregate. Lessee shall notify Lessor if its insurance policy lapses or is cancelled, and Lessee agrees to promptly obtain sufficient insurance coverage from another insurer.

LIENS:

Lessee agrees to not permit any liens to be placed on the Property which are caused by Lessee's use of the Property, and will promptly cause any such liens to be promptly discharged by a release of lien bond or otherwise.

MAINTENANCE AND REPAIRS, BY LESSOR AND LESSEE:

Lessor, at Lessor's expense, shall be responsible for maintaining the Plumbing, Heating and Air Conditioning, and electrical systems serving the building located on the Property as well as all internal and external components thereof, including structural components and the roof. Lessee shall promptly repair any damage to the building or its components caused directly by its use of the Property.

NO ASSIGNING OF LEASE, ETC.:

Lessee shall not assign, encumber, hypothecate, mortgage, pledge, or set over to any entity or individual any interest in this Lease, or any of Lessor's personal property contained therein, and shall not sublet the Property or any part thereof, or the personal property of the Lessor contained therein, or any right or privilege appurtenant thereto, or suffer any other person, to occupy or use the Property or any portion thereof, the personal property of the Lessor contained therein, without the express written consent of Lessor first had and obtained. Any assignment, hypothecation, mortgage, pledge or subletting without the express written consent of the Lessor shall be void, and shall, at the option of Lessee, be considered a breach of this Lease.

APPOINTMENT OF RECEIVER FOR LESSEE:

The appointment of a receiver, or a trustee, to take possession of or substantially all of the assets of Lessee, or a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease.

BREACH BY LESSEE OR LESSOR:

In the event of any breach of the terms of this Lease by Lessee or Lessor, the non-breaching party shall provide written notice of such breach in writing to the party which is violating the terms of this Lease. The party alleged to be in breach shall have ten (10) business days to remedy the breach or be diligently working to cure the breach. If the breaching party fails to cure the breach, then the other party shall be entitled to terminate this Lease. In the event of a termination by either party, Lessee shall have ten (10) days to remove all its property from the Property. Lessor shall have no right to acquire or retain the possession of any of Lessee's property contained on or within the Property.

Breach of this Lease by Lessee or Lessor shall be any event or instance of Lessee or Lessor failing to perform any duty, condition or term arising from or imposed upon Lessee or Lessee by the terms of this Lease. The failure of the Lessor or Lessee to declare a breach or take authorized action on a breach in one or more instances shall not constitute a waiver of the right to declare a breach and take authorized action thereafter.

ADDRESS OF LESSOR:

For giving any notice herein provided, the address of the Lessor is:

Raymond C. Sisco
Carol S. Sisco
13883 S. 303rd E. Ave.
Coweta, Oklahoma 74429

ADDRESS OF LESSEE:

For giving any notice herein provided, the address of the Lessee is:

Office of the City Manager
City of Coweta, Oklahoma
310 S. Broadway
Coweta, Oklahoma 74429

SPECIAL ASSESSMENTS / PERSONAL PROPERTY TAXES, ETC.:

It is agreed that the Lessee shall pay all taxes levied or assessed against Lessee's personal

property located on said Property, if any. Lessor acknowledges that Lessee is a governmental entity that is not taxed, so no taxes are likely to be assessed.

OCCUPANCY AND PEACEFUL ENJOYMENT:

Lessee shall be authorized to use and utilize the Property herein described and exclusively occupy the same on the commencement date of this Lease upon the signing of this Lease by both parties. Lessor covenants that the Lessee, upon paying the rental in installments as herein provided, and observing and performing the covenants and conditions herein contained, shall and may peacefully and quietly exclusively have, hold, and enjoy the Property for the term of this Lease.

ALL AGREEMENTS CONTAINED IN LEASE:

It is further understood and agreed that this Lease contains all the stipulations, covenants, and agreements of the parties hereto, and cannot be modified, changed, or altered, except by written consent of both parties hereto.

TERMS BINDING ON SUCCESSORS, ETC.:

All the terms, provisions, conditions, covenants, and agreements contained in this Lease shall apply to, and be binding upon the parties hereto, their legal representatives, successors, and assigns, but this clause shall in no way authorize or empower the Lessee to assign this Lease without the written consent of the Lessor, except as otherwise herein provided.

GOVERNING LAW AND DISPUTE RESOLUTION:

This Lease shall be construed according to the laws of the State of Oklahoma. In the event of a dispute between the parties to this Lease concerning any term or provision herein, the parties agree to meet and confer in person to attempt to find a resolution within ten (10) days of written notice of a dispute, before filing suit based on the dispute. The venue for any dispute based in any way on this Lease or any provision herein shall be the District Court of Wagoner County, Oklahoma.

FACSIMILE COPIES:

Facsimile copies of this Lease, if fully executed by Lessor and Lessee, shall be valid as an original.

APPROVED AND EXECUTED this _____ day of August, 2023.

"LESSOR"



Ray C. Sisco



Carol S. Sisco

"LESSEE"

City of Coweta, Oklahoma

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney



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

Mé morandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Eufaula Avenue Bridge
Date: 9/11/23

BACKGROUND

In February of 2023, the City of Coweta (City) and Retail Buildings, Inc. (RBI) entered into a certain Eufaula Avenue Bridge Development Agreement (Agreement) in support of the location of a Braum's Store in Coweta. The terms of that agreement require the City to install a bridge over the creek in the Eufaula Avenue alignment within six months of notification by RBI of their intent to proceed with the construction of the Braum's Store. The City has received the required notification from RBI and will proceed to the bid process for the project once Council approval has been provided.

The Agreement requires the city to escrow preliminary estimated cost of construction of the bridge during the term of construction. The cost of construction will be funded from the Capital Projects Fund 12-5411.015 and will require a budget amendment to bring the project from FY 23 to FY 24.

STAFF RECOMMENDATION

Staff recommends approval of the public bid process for the construction of a bridge on Eufaula Avenue.

ATTACHMENTS

N/A



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Mé morandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Escrow Agreement
Date: 9/11/23

BACKGROUND

Pursuant to the Eufaula Avenue Bridge Development Agreement with Retail Buildings, Inc. the city is required to escrow \$450,000 in construction funds related to the new bridge over creek in the Eufaula Avenue alignment. BancFirst Corporate Trust has the capability of performing these duties on behalf of the City and Retail Buildings, Inc.

STAFF RECOMMENDATION

Staff recommends approval for the Mayor to execute a certain escrow agreement with BancFirst Corporate Trust pertaining to the Eufaula Avenue Bridge Development Agreement.

ATTACHMENTS

Eufaula Avenue Bridge Development Agreement

EUFAULA AVE BRIDGE DEVELOPMENT AGREEMENT

THIS EUFAULA AVE BRIDGE DEVELOPMENT AGREEMENT ("Agreement") is made and entered on 9th day of February, 2023, by and between the City of Coweta, Oklahoma, an Oklahoma municipal corporation (the "City"), and Retail Buildings, Inc., an Oklahoma corporation ("RBI").

RECITALS:

WHEREAS, RBI is purchasing that certain real property located in Coweta as more particularly described on Exhibit A attached hereto (the "RBI Property");

WHEREAS, as a condition to the development of the RBI Property as a Braum's Ice Cream & Dairy Store restaurant (the "Braum's Store"), RBI requires the construction and installation of bridge improvements on Eufaula Avenue adjacent to the RBI Property (the "Bridge");

WHEREAS, the City has determined that it is in the best interest of the City and its citizens to promote, and when deemed appropriate, incentivize economic and community development and redevelopment, including the development of the Braum's Store on the RBI Property; and

WHEREAS, in furtherance thereof the City has agreed to construct and install the Bridge and contribute an amount equal to \$450,000.00 (the "City Contribution") toward the construction and installation thereof on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the various covenants and promises set forth hereinafter, the parties agree as follows:

ARTICLE 1 BRIDGE AND STORE CONSTRUCTION

1.1. Construction of the Bridge.

(a) *Bridge.* The City shall construct and install the Bridge on the terms and conditions set forth herein. The City shall bear one hundred percent (100%) of the cost of the Bridge, subject to terms provided in Article 2 herein.

(b) *Plans and Improvements.* Promptly following RBI acquiring fee simple title to the RBI Property and receipt of written notice from RBI of its intent to begin development and construction of the Braum's Store (the "Commencement Notice"), the City shall submit to RBI the construction plans for the Bridge ("Bridge Plans"), which shall comport in all material respects with the preliminary design of the Bridge previously agreed upon by the parties and attached hereto as Exhibit B. The City shall promptly submit the Bridge Plans to all appropriate governmental authorities necessary to construct the Bridge (the "Governmental Authorities"). RBI shall have ten (10) business days to approve or disapprove all or any portion of the Bridge Plans. Any item not disapproved in writing

within ten (10) business days after receipt by RBI shall be deemed approved by RBI. If RBI disapproves any items (the "RBI Changes"), then RBI shall notify the City in writing within said ten (10) business days of any required RBI Changes, and the City shall either (a) waive any remaining issues and approve RBI Changes in writing, or (b) request that the parties meet in person or by teleconference within five (5) days to attempt to resolve differences. Any RBI Changes approved per the above procedure shall be incorporated into the Bridge Plans upon resubmission to the Governmental Authorities. The Bridge Plans as approved by both the City and RBI are hereinafter referred to as the "Final Bridge Plans." No changes shall be made to the Final Bridge Plans without the prior written approval of RBI according to the procedure set forth above, except for changes that are required by the Governmental Authorities; provided, however, the City shall provide RBI with prompt written notice of any mandated changes required by the Governmental Authorities and RBI shall have the right, by written notice delivered to the City within ten (10) business days thereafter, as to whether or not RBI elects to contest or otherwise challenge such changes being required by Governmental Authorities and in such event, the City shall not consent to such changes until such contest has been fully adjudicated or otherwise resolved. A copy of fully engineered, signed and sealed Final Bridge Plans shall be made available to RBI, within a reasonable time, upon request.

(c) *Governmental Approvals.* The City shall submit the Final Bridge Plans to the Governmental Authorities necessary to obtain all permits necessary for the construction of the Bridge ("Permits") and will use its best efforts to thereafter pursue such Permits.

(d) *Completion of Bridge.* Once the Final Bridge Plans are approved by the parties and Governmental Authorities, and Permits are issued and the City, in accordance with State and Local law, the City shall cause the site work contractors to diligently construct and complete the Bridge in a good and workmanlike manner and in compliance with the applicable Final Bridge Plans, approved Construction Contract as well as all applicable laws. Except to the extent that timely performance is otherwise excused under the Force Majeure provisions set forth in Article 4, Section 4.3, the Bridge shall be completed, operable and shall have obtained all required clearances and approvals by all applicable Governmental Authorities within six (6) months from receipt of the Commencement Notice, provided, however, in the event an extension is required due to circumstances outside the City's control, the City may request an extension to said period and such extension shall not be unreasonably withheld, conditioned or delayed by RBI.

(e) *Construction of the Braum's Store.* Within thirty (30) days of completion of the Bridge as provided herein, RBI shall submit construction documents to the City for permit review in connection with the commencement of the construction of the Braum's Store. RBI shall commence construction of the Braum's Store within one hundred eighty (180) days of the City's approval of Braum's construction documents and the City's issuance of the required building permit. Braum's will bear 100% of the cost of the construction of the Braum's Store.

1.2. Easements. Each party hereby agrees to grant to the other party, in recordable form, if necessary, all easements for access, construction, utilities and drainageways over and across

their respective parcels of property that are reasonably necessary and appropriate to construct the Bridge and develop the RBI Property for the purpose of the operation of a Braum's Store.

ARTICLE 2 BRIDGE CONSTRUCTION COSTS

2.1. Project Costs; Escrowed Funds. "Project Costs" shall mean the cost of constructing and installing the Bridge as set forth in the Final Bridge Plans (including any permit fees specifically and directly applicable to the Bridge, but not otherwise). The City shall be responsible for the Project Costs. For the avoidance of doubt, RBI shall not be responsible for any of the Project Costs. Within ten (10) days following receipt of the Commencement Notice, the City shall deposit with an escrow agent selected by the parties (the "Escrow Agent") an amount equal to the City Contribution (the "City Escrowed Funds"). During construction of the Bridge in conformance with the terms herein, the City shall be entitled to receive periodic draws from the Escrowed Funds for purposes of funding the Project Costs. The periodic draw shall be in an amount as is certified by the City's Construction Project Engineer or Construction Manager to be appropriate based upon status of completion, the labor hours expended and the materials obtained and utilized. The periodic draw shall further be approved in advance by RBI, which approval shall be granted expeditiously and shall not unreasonably withheld, conditioned or delayed.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1. Construction Insurance. The City, as a cost recoverable from the Project Escrow Fund, shall cause to be issued and carry during the entire period of construction required by this Agreement, a policy of general public liability insurance against claims for bodily injury, death and/or property damage occurring in connection with the performance of the work described herein. Such insurance policy shall provide "single occurrence" protection to a minimum limit of Two Million and 00/100 Dollars (\$2,000,000.00) and shall name RBI as an additional insured. Prior to commencement of construction, the City shall furnish RBI with an original certificate evidencing said insurance. The certificate shall contain a provision that coverage under the policy will not be canceled without at least thirty (30) days prior written notice being given to RBI.

3.2. Indemnity. To the fullest extent allowed by the law of the State of Oklahoma, each of the parties hereto (the "Indemnifying Party") hereby indemnifies the other, their agents, employees and contractors (collectively, the "Indemnified Party"), against, and agrees to defend and hold them harmless from, any and all liability, loss, expense (including reasonable attorneys' fees, costs), attorney fees and costs, if any, associated with and incurred during the course of or as a result of alternative dispute resolution proceedings, fees and damage, claims and causes of action (collectively "Claims") arising out of or resulting from or in connection with such Indemnifying Party's obligations under this Agreement; provided that such indemnity shall not extend or apply to the extent that such Claims result from the gross negligence or willful misconduct of the Indemnified Party. The terms and conditions of this Section 3.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 4
TERMINATION; MECHANIC'S LIENS; FORCE MAJEURE

4.1. Termination. This Agreement shall terminate upon satisfaction of all the following conditions: (i) the lien free completion by the City of the Bridge in accordance with the terms hereof, and (ii) the completion of the construction of the Braum's Store in accordance with the terms hereof. Notwithstanding anything herein to the contrary, the obligations of both parties shall be contingent on RBI closing on the purchase of the RBI Property (the "RBI Closing").

4.2. Mechanic's Liens. If as a result of any work on the RBI Property, performed by or on behalf of the City, a mechanic's or materialmen's lien is recorded against or becomes an encumbrance on the RBI Property, the City shall obtain by discharge, bond or otherwise, the release of any such lien as an encumbrance on the RBI Property prior to enforcement of such lien. The City shall indemnify and hold RBI harmless against any such liens and from any and all expense and liability in connection therewith including, but not limited to, attorneys' fees and court costs resulting therefrom. If the City shall fail to obtain the release of any such lien within the required period, then RBI may, at its option, bond for and obtain the release of any such lien, in which case the City shall, within ten (10) days of its receipt of a written request therefor, reimburse RBI for all costs and expenses incurred by RBI in obtaining such bond and release.

4.3. Force Majeure. It is expressly understood and agreed by the parties that if the performance of any party of any obligation hereunder is delayed by reason of an event of Force Majeure (as defined herein), the party so obligated or permitted will be excused from doing or performing the same for the time and to the extent necessary to allow the affected party to overcome the event of Force Majeure and resume performance thereof; provided, however, in all cases, only to the extent that the party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition. In order to delay performance of any obligation hereunder, the party claiming delay of performance as a result of an event of Force Majeure will deliver written notice of the commencement of such delay to the other parties as soon as reasonably practicable after the claiming party becomes aware of the same. As used herein, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto government action (unless caused by acts or omissions of such party), fires, explosions or floods, strikes, work stoppages, equipment, labor or supply shortages, pandemics, epidemics or government forced shut downs; provided, however, in no event will Force Majeure include economic recessions, financial hardship, bankruptcy or insolvency.

4.4. Remedies.

(a) If the City fails to perform any of its obligations hereunder or otherwise breaches the terms of this Agreement, then RBI shall have all rights and remedies available to it under this Agreement and/or at law or in equity for the enforcement or observance of this Agreement, including but not limited to suit for specific performance, injunctive relief, and suit for damages. In the event of any litigation arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the

expenses of litigation (including reasonable attorneys' fees, expenses, and disbursements) incurred by the prevailing party.

(b) If RBI fails to submit construction documents for the construction of the Braum's Store in accordance with Section 1.1(e), then the City, as its sole and exclusive remedy, shall be entitled to receive from RBI the sum of Ten Thousand Dollars (\$10,000.00) as liquidated damages and not as a penalty, it being specifically agreed to by the parties that the actual damages to the City as a result of the RBI's failure to perform hereunder are difficult or impractical to ascertain.

ARTICLE 5 GENERAL PROVISIONS

5.1. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors, assigns, heirs, executors and administrators.

5.2. Costs and Attorneys' Fees. If either party brings or commences any legal action or proceeding to interpret or enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement) including, without limitation appeals, actions to enforce judgments and bankruptcy proceedings, then the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs, and expenses of litigation including, without limitation, reasonable attorneys' fees and costs, as well as attorney fees and costs, if any, associated with and incurred during the course of alternative dispute resolution proceedings, as part of its judgment.

5.3. Entire Agreement; Amendment. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein. This Agreement may only be amended or altered by written instrument signed by all parties.

5.4. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between them.

5.5. No Waiver. No party has the right or authority to waive any provision in this Agreement orally or by conduct. No portion of this Agreement will be waived, in whole or in part, if either party accepts or allows any performance that varies from the terms of this Agreement, including but not limited to, a party not immediately declaring an event of default or delaying in taking action concerning default. Any waiver of this Agreement must be in a signed writing by the party providing such waiver.

5.6. Notices. All notices shall be in writing and shall be deemed to have been duly given at the time and on the date when personally delivered, transmitted via electronic transmission, or upon receipt after being deposited with a nationally recognized commercial courier for next day delivery, to the addresses below. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Any Notice sent to the City shall be addressed to:

City of Coweta, Oklahoma
Attn: Roger Kolman, M.Adm.
City Manager
310 S. Broadway
Coweta, OK 74429
Tel.: (918) 209-8796
Email: rkolman@cityofcoweta-ok.gov

with a copy to:

Ronald D. Cates, Esq.
P.O. Box 1498
Owasso, OK 74055
Tel.: (918) 760-0203
Email: rcateslaw@cox.net

Any notice sent to RBI shall be addressed to:

Retail Buildings, Inc.
Attn: Helen Pacione, Director of Real Estate
Elaine M. Braum, President
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Tel.: (____) _____
Email: helen.pacione@braums.com
ebraum@braums.com

with a copy to:

Phillips Murrah P.C.
Attn: Erica H. Blackstock, Esq.
101 North Robinson, 13th Floor
Oklahoma City, Oklahoma 73102
Tel.: (405) 235-4100
Email: ehblackstock@phillipsmurrah.com

5.7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws and regulations of the State of Oklahoma, exclusive of its choice of law rules.

5.8. Waiver of Sovereign Immunity. If and to the extent the City has immunity from suit and/or liability for breach of contract, then to the fullest extent permitted under law, the City each hereby waives all such immunity(ies) for breach of contract. If the preceding provision or any part of this paragraph is found to be void, invalid, or inoperative, such provision or part thereof (as applicable) will be severed and will not render invalid the remaining portions of this Agreement.

5.9. Counterparts/Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument. Signature pages to this Agreement may be delivered by electronic means, such as a .pdf attachment to an email and, when so delivered, shall be considered an original signature page for all purposes.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year of the last signature below.

CITY:

CITY OF COWETA

By: 
Name: Roger Kolman, M.Adm.
Title: City Manager

RBI:

RETAIL BUILDINGS, INC.

By: 
Elaine M. Braum, President

EXHIBIT A

RBI PROPERTY

TRACT A

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block Seventeen (17) of NEW COWETA, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

AND

TRACT B

Lots Eleven (11) and Twelve (12) in Block Seventeen (17) of NEW COWETA, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

EXHIBIT B
PRELIMINARY PLAN

[SEE ATTACHED]

PLAN OF PROPOSED
N. EUFAULA AVENUE BRIDGE
PROJECT NO. COW-BR 22-001
CITY OF COWETA



COWAN GROUP ENGINEERING
7100 N. GLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE
CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

TITLE	
DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023
REVISIONS	
SHEET NUMBER	
1	

SURVEY CONTROL DATA

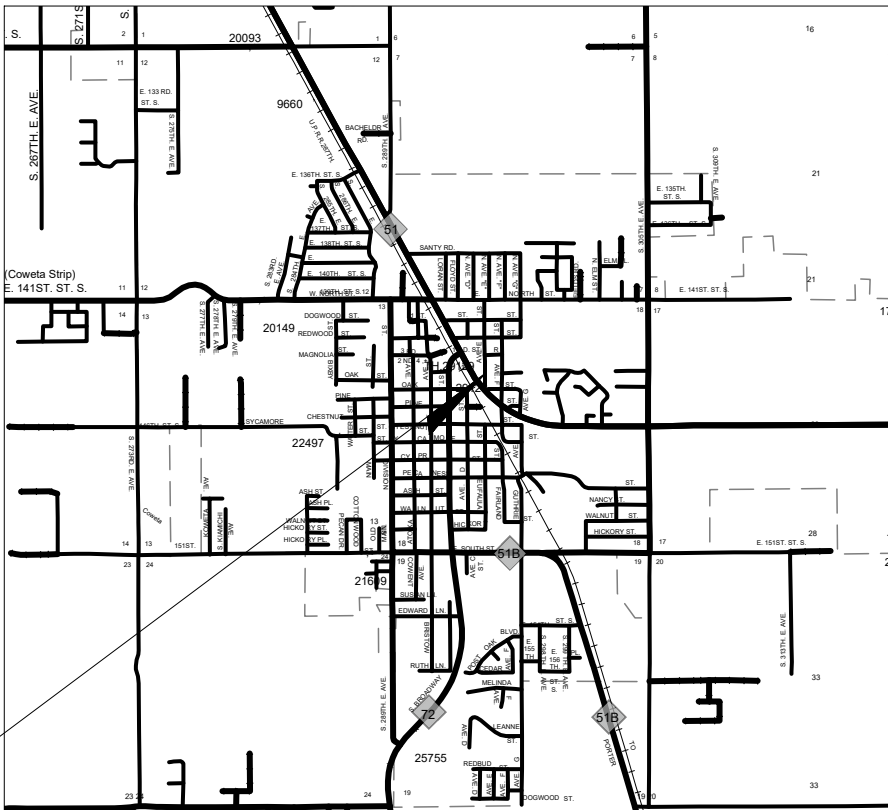
- HORIZONTAL CONTROL:
 - HORIZONTAL CONTROL FOR THIS SURVEY IS THE NGS OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), LAMBERT PROJECTION (NORTH ZONE).
 - ACCURACY – THE PRIMARY CONTROL NETWORK, THE SECONDARY CONTROL NETWORK AND THE SECTION BOUNDARIES FOR THIS SURVEY ARE IN GENERAL COMPLIANCE WITH NGS SECOND ORDER, CLASS II STANDARDS FOR HORIZONTAL CONTROL (1:20,000).
- BASIS OF BEARINGS:

THE BEARINGS SHOWN HERE OR HEREON ARE GRID BEARINGS DERIVED FROM THE NGS OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL.
- VERTICAL CONTROLS:
 - LEVEL DATUM FOR THIS SURVEY IS NGS, NAVD 88.
 - ACCURACY – VERTICAL CONTROL FOR THIS SURVEY IS WITHIN THE CLOSURE REQUIREMENTS OF NGS THIRD ORDER STANDARDS AS A MINIMUM.

BENCHMARKS

BM #1
SET PK NAIL IN ASPHALT
STA. 101+67.51, 1.82' LT.
ELEV= 626.48
N: 2664530.618
E: 356044.692

SECTION 18, T17N, R16E, I.M.
WAGONER COUNTY, OKLAHOMA



PROJECT
LOCATION

R 15 E | R 16 E

LEGEND

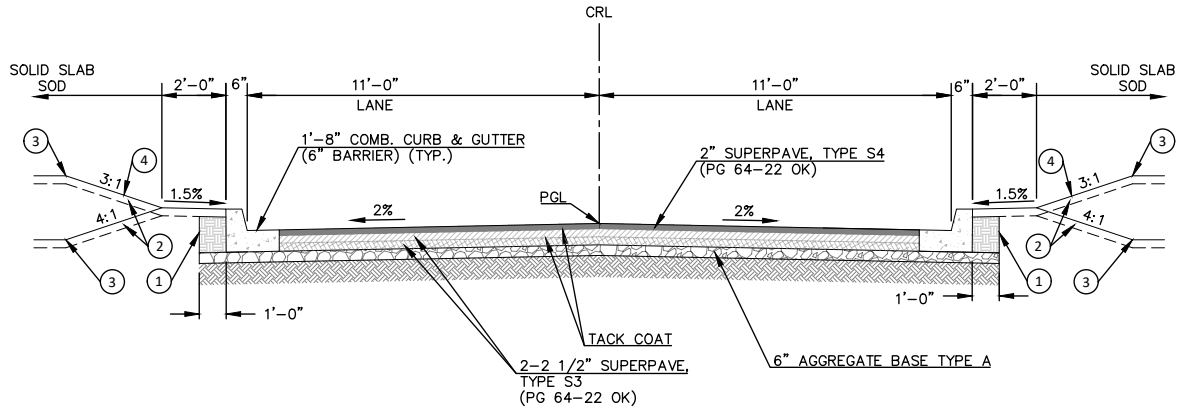
- 1200 --- EXISTING CONTOUR
- 1200 --- PROPOSED CONTOUR
- SECTION LINE
- QUARTER SECTION LINE
- RIGHT-OF-WAY (EXISTING)
- RIGHT-OF-WAY (PROPOSED)
- EXISTING ROAD
- PROPOSED ROAD
- X-X FENCES
- POWER OVERHEAD
- PUG POWER UNDERGROUND
- TUG TELEPHONE UNDERGROUND
- G GAS LINE
- W WATER LINE
- SS SANITARY SEWER LINE
- STORM SEWER (EXISTING)
- STORM SEWER (PROPOSED)



- (1) AN EFFORT HAS BEEN MADE TO LOCATE AND SHOW APPROXIMATE LOCATION OF UNDERGROUND UTILITY LINES. BURIED UTILITIES ARE NOT NECESSARILY SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PRESERVE ALL UTILITIES.
- (2) CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES WITHIN WORK ZONE PRIOR TO CONSTRUCTION.

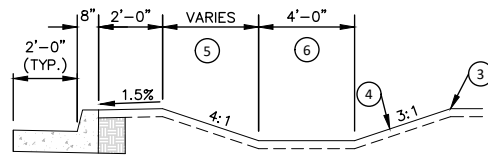
2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN. APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION DECEMBER 19, 2019.

- ① BACKFILL NOTE:
TO BE BACKFILLED AND COMPACTED AS PART OF THE FINISHING OPERATIONS. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- ② TOPSOIL NOTE:
THE CONTRACTOR SHALL STRIP ALL OF THE AVAILABLE TOPSOIL, STOCKPILE IT, AND PLACE IT BACK ON THE SECTION IN ACCORDANCE WITH SECTION 205 OF THE STANDARD SPECIFICATIONS. RESERVED TOPSOIL SHALL BE SPREAD FIRST ON THE COMPLETED SLOPES OF THE CUT SECTIONS AND THE REMAINDER ON COMPLETED FILL SLOPES OR OTHER PRIORITY AREAS LOCATED BY THE ENGINEER. ALL ADDITIONAL COSTS ASSOCIATED WITH OPERATIONS SHALL BE INCLUDED IN THE PAY ITEM FOR SALVAGED TOPSOIL, LUMP SUM.
- THE GRADING LINE AS SHOWN ON THE TYPICAL AND CROSS SECTIONS IS TO THE TOP OF THE TOPSOIL. EARTHWORK QUANTITIES WERE NOT ADJUSTED FOR SALVAGE AND THE TOPSOIL QUANTITY IS INCLUDED IN THE MASS LINE BALANCE.
- ③ SEE ROUNDING DETAIL, ON THIS SHEET.
- ④ SLOPE VARIES, SEE CROSS SECTIONS.



TYPICAL SECTION (CURB AND GUTTER)

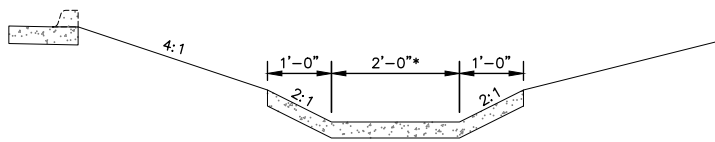
STA. 101+45.00 TO STA. 102+67.00
SEE GP&E FOR CURB LOCATIONS
NOT TO SCALE



DITCH DETAIL (AS REQUIRED)

NOT TO SCALE

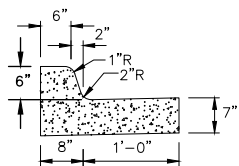
- ⑤ SEE PLANS FOR DETAILS.
- ⑥ VARIES, SEE PLANS FOR DETAILS.



CURB CUT / CONCRETE FLUME DETAIL (AS REQUIRED)

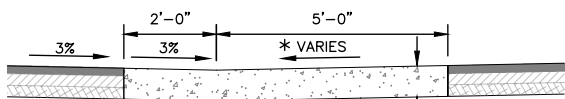
NOT TO SCALE

- * VARIES, SEE PLANS FOR DETAILS



6" CURB AND GUTTER DETAIL

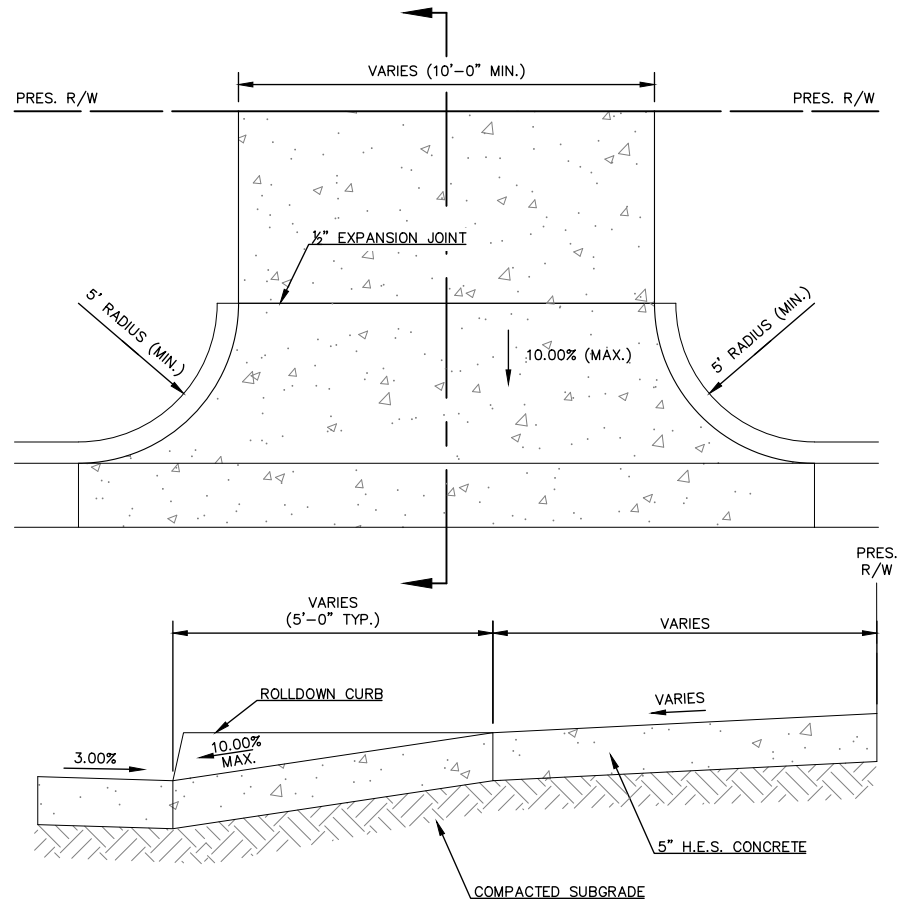
NOT TO SCALE



- * SLOPE VARIES, MAX. 5%.

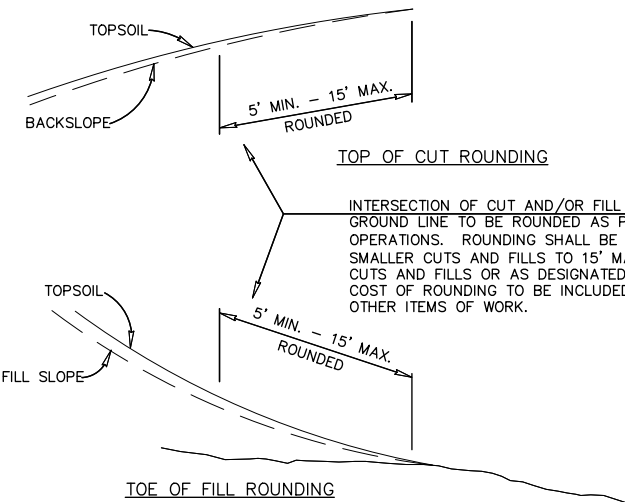
VALLEY GUTTER DETAIL (AS REQUIRED)

NOT TO SCALE



RESIDENTIAL DRIVE DETAIL (AS REQUIRED)

NOT TO SCALE



ROUNDING DETAIL

NOT TO SCALE

TOP OF CUT ROUNDING

INTERSECTION OF CUT AND/OR FILL SLOPES WITH GROUND LINE TO BE ROUNDED AS PART OF FINISHING OPERATIONS. ROUNDED SHALL BE 5' MINIMUM FOR SMALLER CUTS AND FILLS TO 15' MAXIMUM FOR LARGER CUTS AND FILLS OR AS DESIGNATED BY THE ENGINEER. COST OF ROUNDED TO BE INCLUDED IN PRICE BID FOR OTHER ITEMS OF WORK.

TOE OF FILL ROUNDING



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PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

TYPICAL SECTIONS

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER

Wednesday, February 1, 2023 11:51:40 AM

PAY QUANTITIES			
ROADWAY			
ITEM	DESCRIPTION	UNIT	QUANTITY
201(A)	CLEARING AND GRUBBING	LSUM	1
202(A)	UNCLASSIFIED EXCAVATION	(R-2)(1) CY	107
205(A)	TYPE-A SALVAGED TOPSOIL	(R-4)(R-6) LSUM	1
221	TEMPORARY SILT FENCE	(R-8) LF	210
221	TEMPORARY SILT DIKE	(R-8) LF	28
230(A)	SOLID SLAB SODDING	(R-6)(R-7) SY	89
303(A)	AGGREGATE BASE TYPE A	CY	61
407(B)	TACK COAT	GAL	46
411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	(R-24) TON	85
411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	(R-24) TON	43
509(D)	CLASS C CONCRETE	CY	7
601(A)	TYPE 1 PLAIN RIPRAP	TON	74
609(B)	1'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	206
615(A)	8" POLYVINYL CHLORIDE (PVC) PIPE	(7) LF	58
616(I)	16" STEEL CASING	LF	58
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-36) LSUM	1
619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-37)(R-38) SY	269
619(C)	SAWING PAVEMENT	LF	71
629(E)	REMOVE AND RESET MAILBOX	(2) EA	2
SP	REMOVE AND REPLACE 2" PVC WATERLINE	(6) LSUM	1

PAY QUANTITIES			
CONSTRUCTION			
ITEM	DESCRIPTION	UNIT	QUANTITY
220	(SP) SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1
641	MOBILIZATION	LSUM	1
880(J)	CONSTRUCTION TRAFFIC CONTROL	(3)(TC-1)(TC-25) LSUM	1

PAY QUANTITIES			
BRIDGE			
ITEM	DESCRIPTION	UNIT	QUANTITY
501(A)	STRUCTURAL EXCAVATION UNCLASSIFIED	(5) CY	80
509(A)	CLASS AA CONCRETE	(5) CY	141
511(A)	REINFORCING STEEL	LB	21,700
516(A)	DRILLED SHAFTS 24" DIAMETER	(4) LF	45

GENERAL NOTES:

THIS PROJECT SHALL BE CONSTRUCTED WITH PROJECT AREA CLOSED, BUT ALLOW LOCAL ACCESS TO DRIVES/RESIDENTS. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

FOR PROJECTS THAT INCLUDE WIDENING AND/OR RESURFACING, THE CONTRACTOR SHALL SCHEDULE OPERATIONS TO MINIMIZE POTENTIAL DROP-OFF HAZARDS AND SHALL SUBMIT A SEQUENCE OF CONSTRUCTION OPERATIONS TO THE RESIDENT ENGINEER FOR APPROVAL BEFORE OPERATIONS BEGIN. ANY PORTION OF THE CONSTRUCTION OPERATIONS, SUCH AS SUPERPAVE LAYING OPERATIONS, EXCAVATION FOR PAVEMENT WIDENING, OR EXTENSION OF ROADWAY STRUCTURES, SHALL BE LIMITED TO ONE SIDE AT A TIME, AND THE PROCEDURES OUTLINED IN THE PAVEMENT DROP-OFF TREATMENT STANDARD PDT-1-(LATEST REVISION) SHALL BE IMPLEMENTED. ONLY THAT AMOUNT OF OPEN TRENCH WILL BE ALLOWED THAT CAN BE SURFACED IN 1 (ONE) DAY'S TIME WITHOUT APPROVAL BY THE ENGINEER. LIGHTS, SIGNS AND BARRICADES SHALL BE MOVED AS WORK PROGRESSES.

ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER SHALL BE CLEANED OUT TO THE RIGHT-OF-WAY LINE, AT EACH STRUCTURE AND BRIDGE, IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

ALL FLOWLINES THAT ARE TO BE FILLED SHALL BE THOROUGHLY TAMPED BEFORE CONSTRUCTION OR EXTENSION OF DRAINAGE STRUCTURES. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

AREAS ON WHICH SALVAGED TOPSOIL IS TO BE REPLACED SHALL HAVE 18-46-0 FERTILIZER APPLIED, AT THE RATE OF 150 POUNDS PER ACRE, JUST PRIOR TO THE REPLACEMENT OF SALVAGED TOPSOIL.

PIPE UNDERDRAIN QUANTITIES ESTIMATED ONLY. LOCATION, IF AND WHERE REQUIRED, TO BE DETERMINED BY THE ENGINEER.

PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

TRAFFIC PAY QUANTITY NOTES

ALL REGULATORY SIGNS SHALL HAVE HIGH INTENSITY SHEETING. THE HIGH INTENSITY SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956-(LATEST REVISION) FOR TYPE III SHEETING.

ALL WARNING SIGNS SHALL HAVE FLUORESCENT YELLOW SHEETING. THE FLUORESCENT YELLOW SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956-(LATEST REVISION) REQUIREMENTS FOR TYPE VII SHEETING.

ALL GREEN AND BLUE SIGNS ON CONVENTIONAL HIGHWAYS SHALL HAVE HIGH INTENSITY SHEETING. THE HIGH INTENSITY SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956-(LATEST REVISION) FOR TYPE III SHEETING.

ALL PANEL AND OVERHEAD SIGNS SHALL HAVE TYPE III HIGH INTENSITY BACKGROUND WITH TYPE VII LEGENDS AND BORDERS. THE TYPE III BACKGROUND AND THE TYPE VII LEGENDS AND BORDERS SHALL MEET THE REQUIREMENTS OF ASTM D4956-(LATEST REVISION).

THE MANUFACTURER SHALL FURNISH A TYPE 'A' CERTIFICATION IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS, LATEST EDITION, and SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON THE MATERIAL SUBMITTED FOR APPROVAL.

ALL BROKEN CONCRETE INCLUDING OLD SIGN FOOTINGS WITH STUBS, WASTE MATERIAL AND DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN AN AREA APPROVED BY THE ENGINEER. NO PAYMENT SHALL BE MADE FOR THE DISPOSAL OF THIS MATERIAL. ANY PIPE POST OR WIDE FLANGE POST ABOVE THE OLD SIGN FOOTINGS SHALL BE CUT AND HANDLED AS PROPERTY OF THE STATE AND SHALL BE NEATLY STACKED ON THE JOB SITE, AS DESIGNATED BY THE ENGINEER UNTIL SUCH TIME AS DIVISION PERSONNEL CAN REMOVE THE MATERIAL FROM THE JOB SITE.

THE STATIONS AND LOCATIONS OF THE SIGN PLACEMENT, AS SHOWN ON THE PLAN SHEETS, ARE APPROXIMATE. EXACT STATIONS AND LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH DEPARTMENT STANDARDS AND THE MUTCD IN ORDER TO PROVIDE OPTIMUM VISIBILITY TO THE ONCOMING/APPROACHING MOTORIST. IF A PROPOSED LOCATION CONFLICTS WITH OTHER SIGNS, UTILITIES OR OTHER ROADWAY FEATURES, THE ENGINEER SHALL BE NOTIFIED.

POST LENGTHS SHOWN ON SIGN SUMMARY ARE APPROXIMATE, EXACT LENGTH SHALL BE DETERMINED BY FIELD SURVEY BY THE CONTRACTOR.

AFTER REMOVAL OF ANY SIGN FOOTINGS, THE HOLES SHALL BE FILLED WITH SOIL AND TAMPED AND SHAPED IN A MANNER APPROVED BY THE ENGINEER.

FOR NEW OR EXISTING GROUND MOUNTED SIGNS, MAXIMUM STUB POST PROJECTION ABOVE FOOTING/GROUND LINE SHALL BE 1-3/4" + /- 1/4". MAXIMUM FOOTING PROJECTION ABOVE GROUND LINE SHALL BE NO MORE THAN 2". SHOULD ADDITIONAL SOIL BE REQUIRED, THE ENGINEER WILL DESIGNATE AN AREA TO OBTAIN ADDITIONAL SOIL. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

ROADWAY PAY QUANTITY NOTES

(R-2) ESTIMATED QUANTITY ONLY. TO BE USED IN A MANNER APPROVED BY THE ENGINEER, FOR MISCELLANEOUS GRADING.

(R-4) AN ESTIMATED QUANTITY OF 46 CY TOPSOIL TO BE RESERVED FOR REPLACEMENT OF APPROX. 6" ON COMPLETED FORESLOPES, DITCHES, AND BACKSLOPES. THIS QUANTITY IS INCLUDED IN THE EARTHWORK BALANCE. ANY ADDITIONAL EXCAVATION REQUIRED IN CUT SECTIONS TO ALLOW FOR PLACEMENT OF TOPSOIL TO FINAL GRADE SHALL BE INCLUDED IN THE PRICE BID.

(R-6) PRICE BID TO INCLUDE COST OF (10-20-10) FERTILIZER, ESTIMATED AT 200 POUNDS PER 1000 S.Y. OF SODDING.

(R-7) PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 40 GALLONS PER S.Y.

(R-24) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.

(R-36) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.

(R-37) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.

(R-38) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION.

(1) EXCESS EXCAVATION SHALL BECOME PROPERTY OF THE CITY OF COWETA.

(2) PROVIDE TEMPORARY MAILBOXES DURING CONSTRUCTION.

(3) CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN TO CITY FOR ENGINEER APPROVAL AT LEAST 14 DAYS IN ADVANCE. PRICE BID INCLUDES THE MAINTENANCE OF ALL TRAFFIC CONTROL ITEMS, TEMPORARY ACCESS, AND ANY OTHER TEMPORARY ITEMS AS DESCRIBED IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

(4) QUANTITY IS ESTIMATED AT 15 LF PER PIER. FIELD VERIFY 2' INTO BEDROCK.

(5) QUANTITY INCLUDES ALL UNDERCUT WITHIN CREEK INCLUDING BASE STABILIZATION FOR CONCRETE FOOTING, BUT NOT LIMITED TO STONE, CONCRETE OR GEOGRID STABILIZATION. STABILIZATION MATERIAL SHALL BE APPROVED BY CITY ENGINEER PRIOR TO INSTALLATION OR CONSTRUCTION.

(6) QUANTITY INCLUDES REMOVAL, FITTINGS, PIPE, BEDDING, INSTALLATION, AND APPURTENANCES. TESTING SHALL BE ACCORDING TO THE LATEST ODEQ SPECIFICATIONS.

(7) QUANTITY INCLUDES REMOVAL OF EXISTING DRILLED SHAFTS, PIPE, AND APPURTENANCES. QUANTITY INCLUDES ALL BY-PASS PUMPING, BACKFILL MATERIALS, AND TESTING TO THE LATEST ODEQ SPECIFICATIONS.

TRAFFIC PAY QUANTITY NOTES

(TC-1) THE CONTRACTOR SHALL FURNISH AND INSTALL SUCH LIGHTS, SIGNS, BARRICADES, AND PROVIDE FLAGGERS NECESSARY FOR THE CONTROL, SAFETY, AND MAINTENANCE OF TRAFFIC WHEN INSTALLING, RELOCATING OR DELIVERING PORTABLE LONGITUDINAL BARRIER.

(TC-25) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT. ALL SIGNS AND BARRICADES, WHICH ARE SHOWN WITH TYPE "A" LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS. (NOTE FOR CONSULTANT OR DESIGNER: THIS NOTE SHALL BE USED WHEN TRAFFIC CONTROL IS A LUMP SUM PAY ITEM.)

UTILITY CONTACTS

UTILITY PROVIDER	CONTACT NAME	PHONE NUMBER
WATER	CITY OF COWETA	918-486-2189
SEWER	CITY OF COWETA	918-486-2189
ELECTRIC	PSO/AEP	888-218-3919
GAS	ONG	800-664-5463



COWAN GROUP ENGINEERING
7100 N GLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 O 405-463-3381 F
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PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

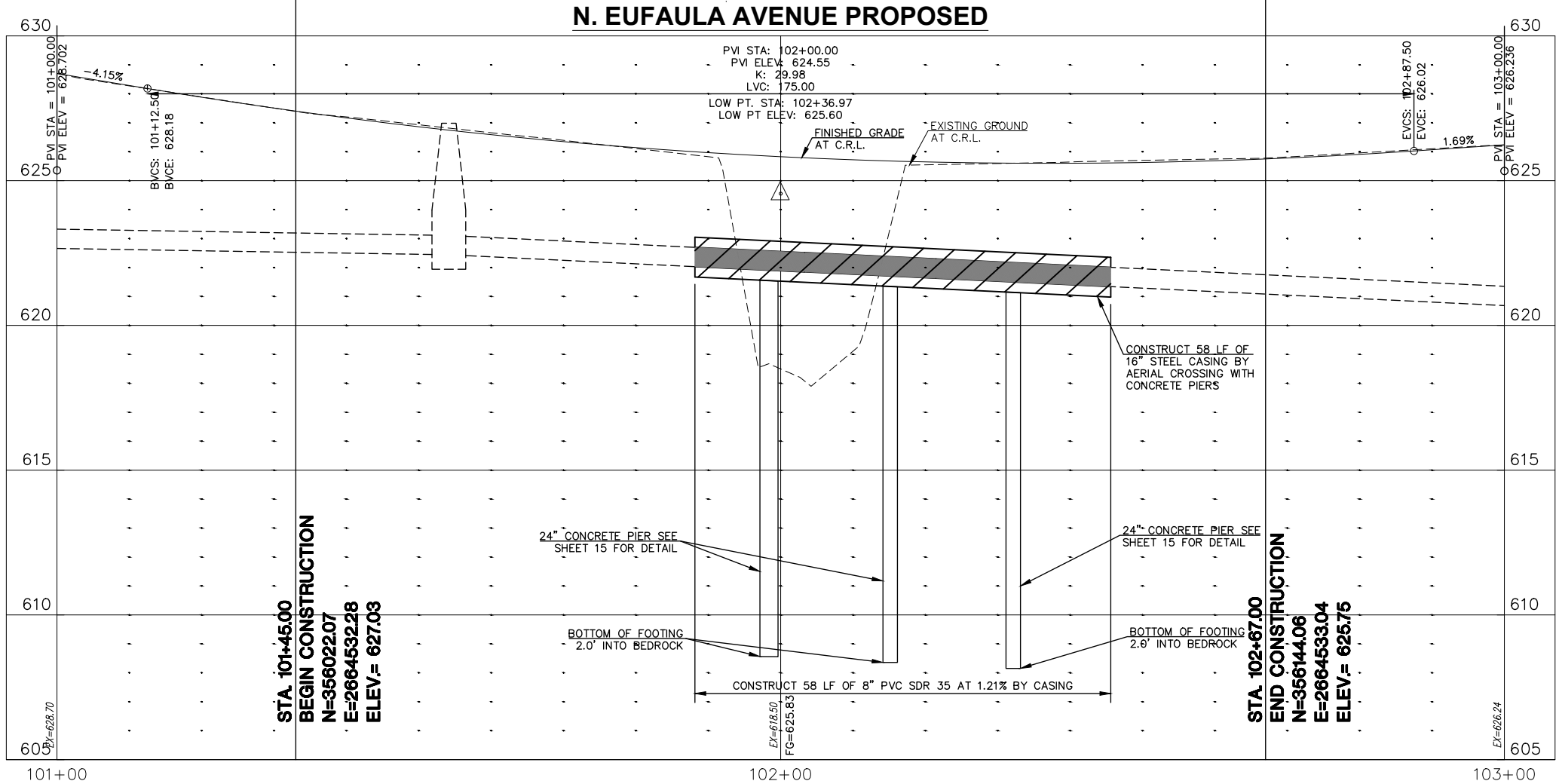
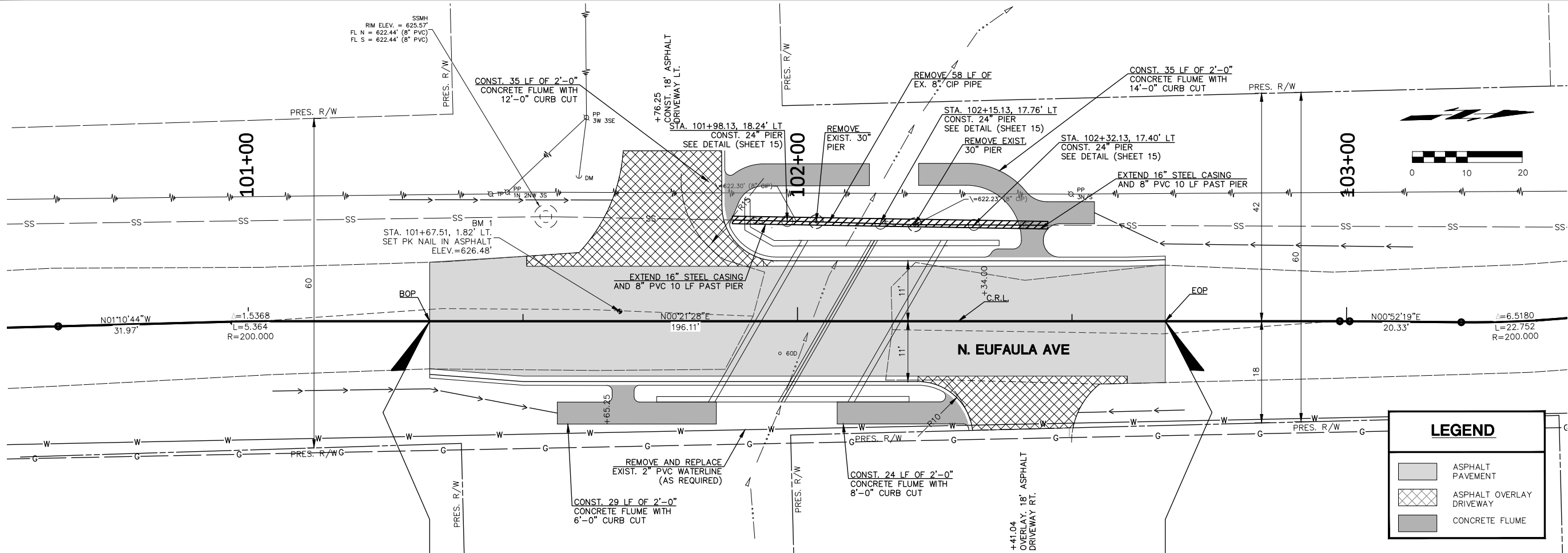
PAY QUANTITIES AND NOTES

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER
3

G:\PROJECTS\22-151 COWETA EUFAULA AVE RCB\CAD\PAV\22-151 PAY QUANTITIES.DWG



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PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

PLAN AND PROFILE

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER
4



COWAN GROUP ENGINEERING
7100 N. GLASSBORO, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

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N. EUFAULA AVENUE BRIDGE

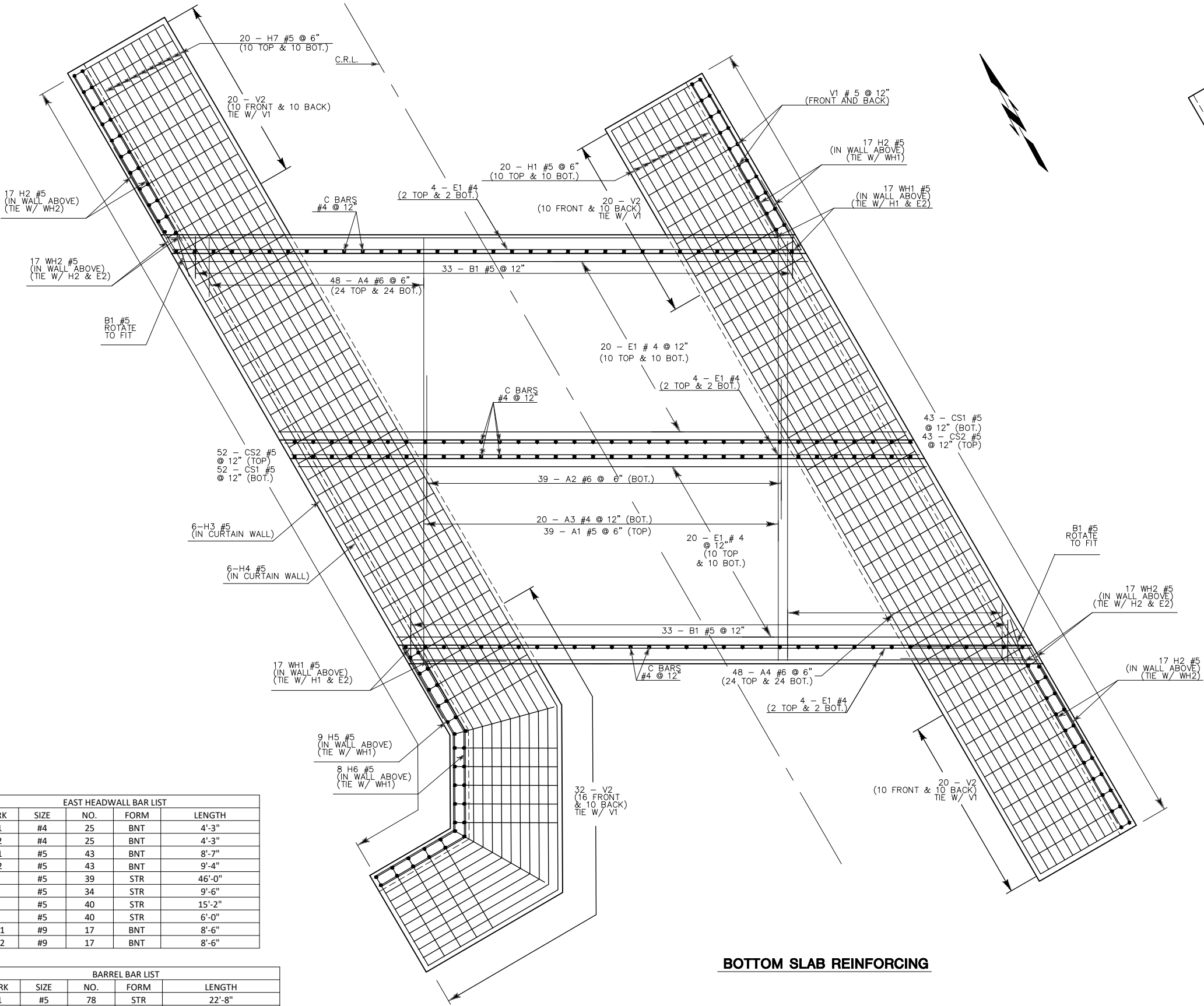
CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

RCB DETAIL
(1 OF 3)

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER	6
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BOTTOM SLAB DIMENSIONS

DESIGN DATA:
MATERIALS:
CONCRETE CLASS AA F'C = 4 KSI
REINFORCING STEEL (GRADE 60) FY = 60 KSI
LOADING:
HL-93
DESIGN:
AASHTO LRFD BRIDGE DESIGN SPECIFICATION, 9TH ED.
ANSI/AASHTO/AWS D1.5 BRIDGE WELDING CODE

HYDRAULIC DATA:
TOTAL DRAINAGE AREA = 0.71 SQ. MI.
CONTROLLED DRAINAGE AREA = 0.00 SQ. MI.
EFFECTIVE DRAINAGE AREA = 0.71 SQ. MI.
FREQ. Q (CFS)
2 598
5 718
10 815
25 1055
50 1298
100 1499
OT = 076

GENERAL NOTES:
ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
ALL CONCRETE EDGES SHALL HAVE A 1.5" CHAMFER UNLESS OTHERWISE SHOWN OR NOTED.
ALL REINFORCING STEEL SHALL HAVE A MINIMUM OF 2" CLEAR COVER UNLESS OTHERWISE SHOWN.

EAST HEADWALL BAR LIST				
MARK	SIZE	NO.	FORM	LENGTH
CL1	#4	25	BNT	4'-3"
CL2	#4	25	BNT	4'-3"
CS1	#5	43	BNT	8'-7"
CS2	#5	43	BNT	9'-4"
H1	#5	39	STR	46'-0"
H2	#5	34	STR	9'-6"
V1	#5	40	STR	15'-2"
V2	#5	40	STR	6'-0"
WH1	#9	17	BNT	8'-6"
WH2	#9	17	BNT	8'-6"

BARREL BAR LIST				
MARK	SIZE	NO.	FORM	LENGTH
A1	#5	78	STR	22'-8"
A2	#6	78	STR	7'-6"
A3	#4	40	STR	22'-8"
A4	#6	192	STR	VARIES 3'-0" TO 22'-2"
B1	#5	68	BNT	4'-9"
B2	#5	68	BNT	11'-1"
C1	#4	34	STR	2'-2"
C2	#4	34	STR	8'-10"
C3	#4	34	STR	2'-2"
C4	#4	34	STR	8'-10"
E1	#4	104	STR	33'-8"
E2	#4	48	STR	33'-8"

WEST HEADWALL BAR LIST				
MARK	SIZE	NO.	FORM	LENGTH
CL1	#4	25	BNT	4'-3"
CL2	#4	25	BNT	4'-3"
CS1	#5	52	BNT	8'-7"
CS2	#5	52	BNT	9'-4"
H2	#5	17	STR	9'-6"
H3	#5	9	BNT	50'-9"
H4	#5	10	BNT	51'-7"
H5	#5	9	BNT	15'-5"
H6	#5	8	BNT	16'-2"
H7	#6	20	BNT	VARIES 52'-7" TO 60'-1"
V1	#5	40	STR	15'-2"
V2	#5	40	STR	6'-0"
WH1	#9	17	BNT	8'-6"
WH2	#9	17	BNT	8'-6"



PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

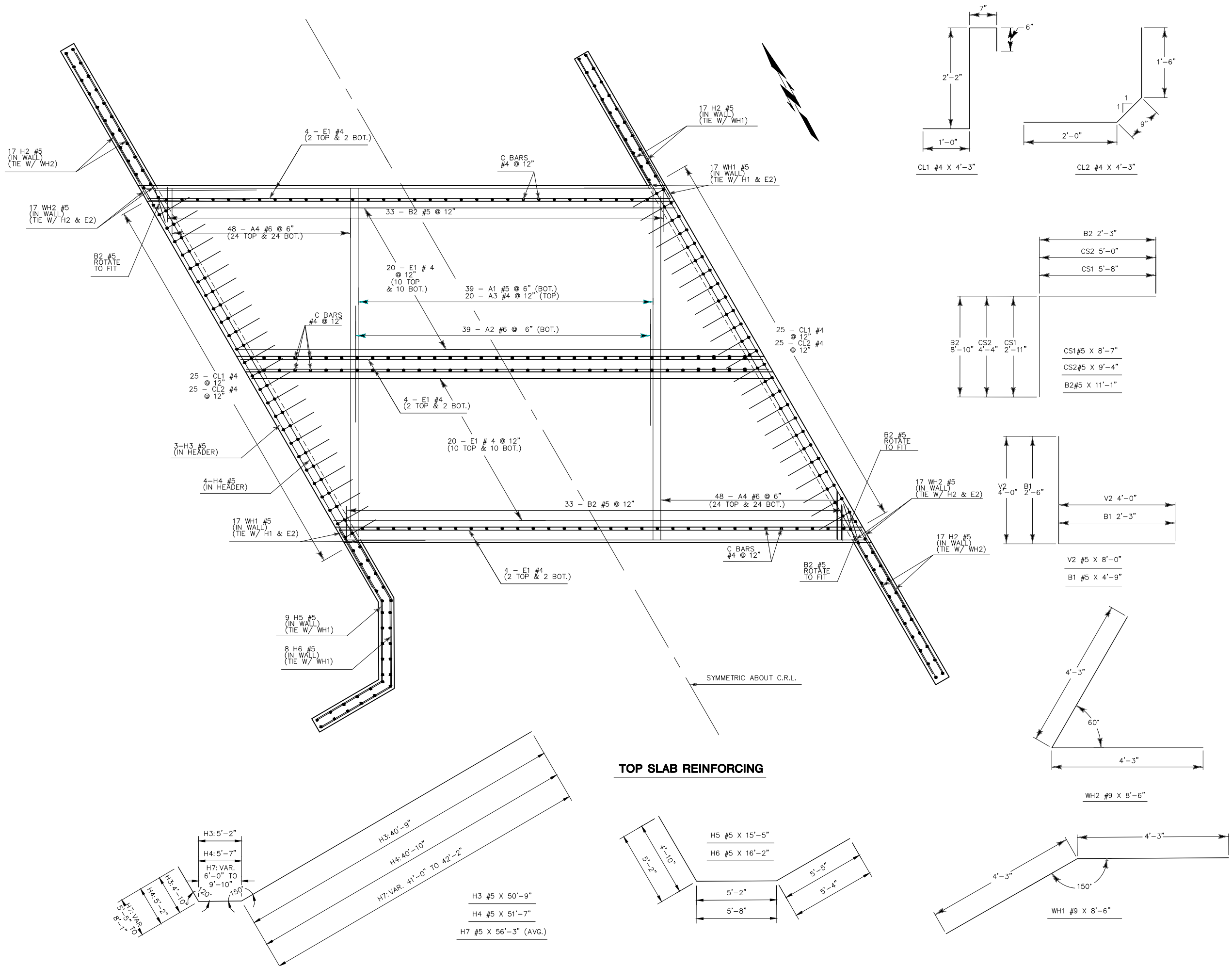
RCB DETAIL (2 OF 3)

DESIGNED BY	MJD
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PROJECT NUMBER	22-151
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REVISIONS

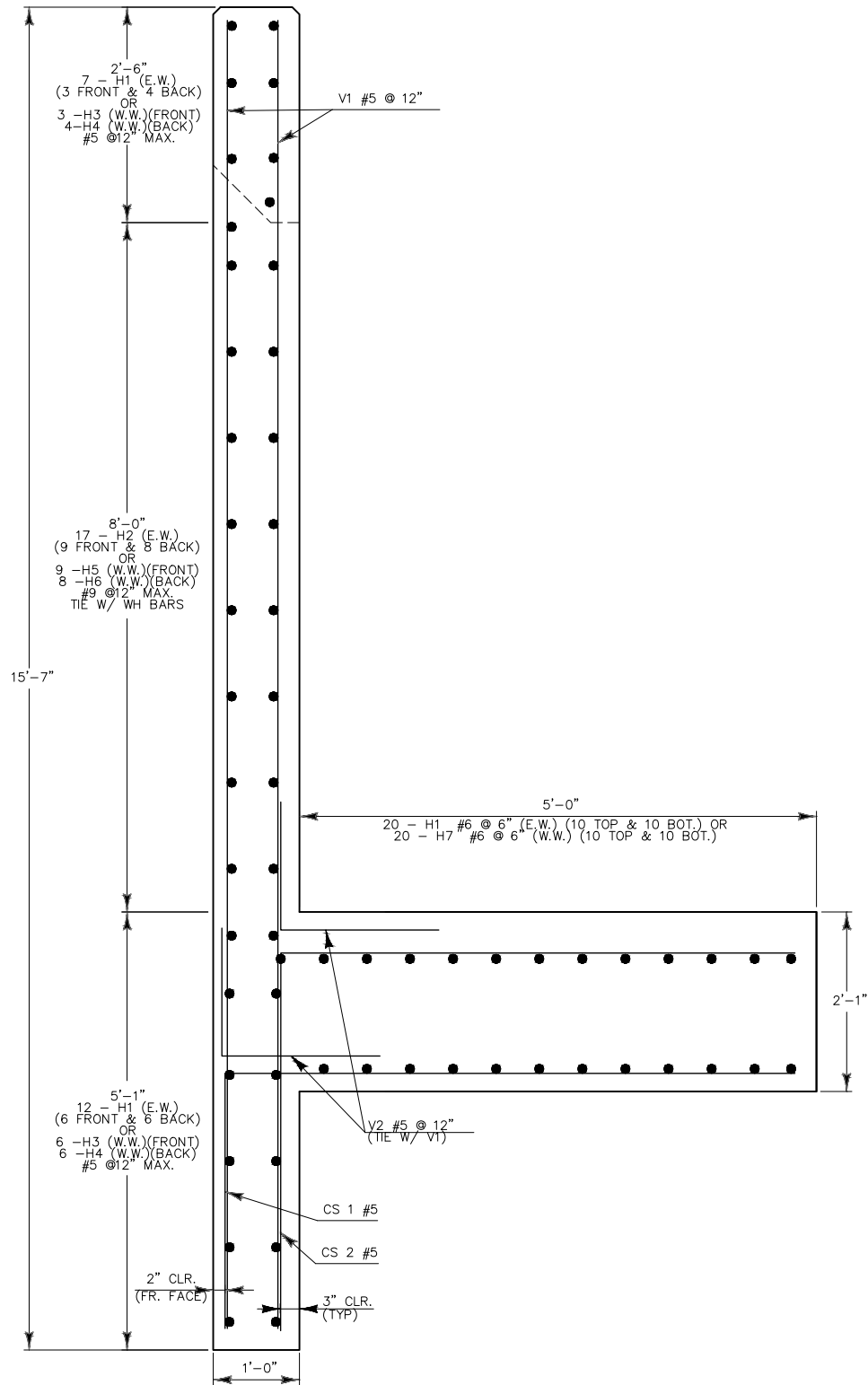
SHEET NUMBER

7

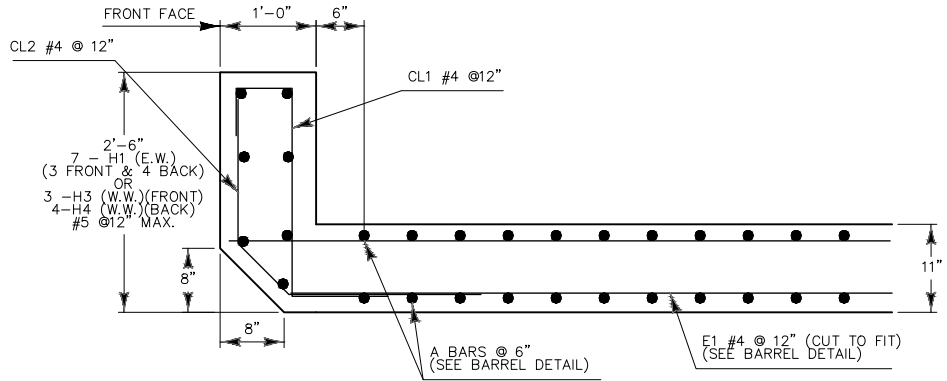


Wednesday, February 1, 2023 11:52:13 AM

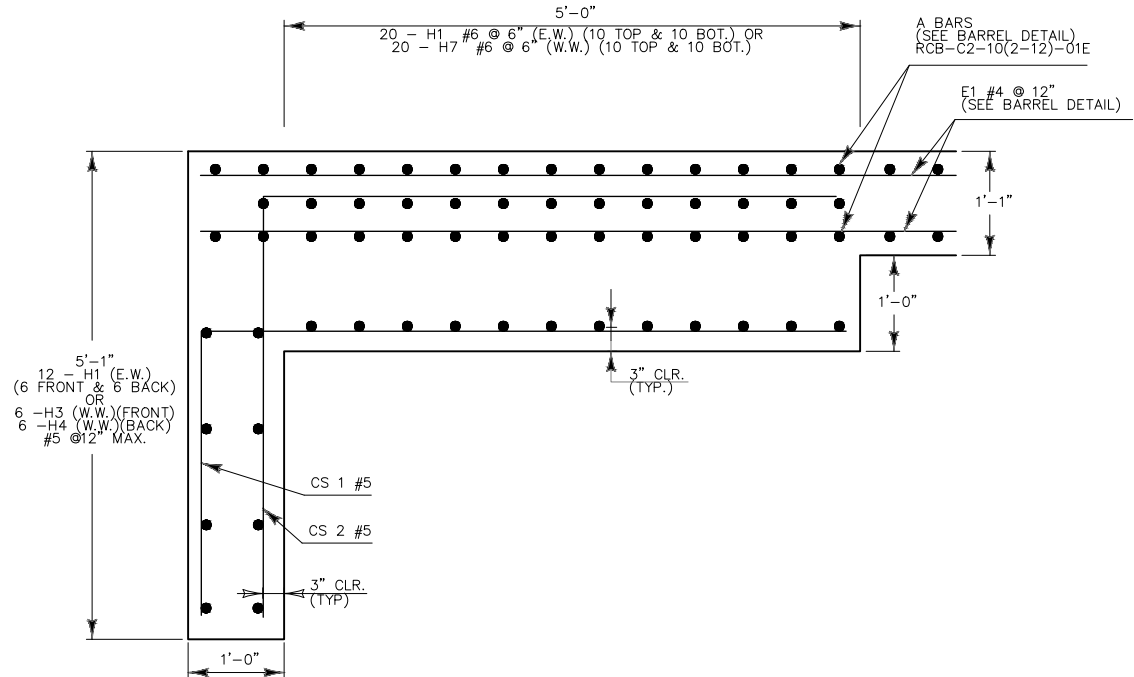
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SECTION THRU WING



SECTION THRU HEADWALL AT MIDSPAN



SECTION THRU WING AT MIDSPAN



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PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

RCB DETAIL
(3 OF 3)

DESIGNED BY	MJD
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PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER
8

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STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: PROJECT LOCATED IN SECTION 18, T17N, R16E,, I.M. COWETA, OKLAHOMA.

PROJECT DESCRIPTION: RECONSTRUCT 100 LF OF N. EUFAULA AVENUE INCLUDING ROADWAY, BRIDGE, AND UTILITY IMPROVEMENTS.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: PRIOR TO INITIALIZING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL STRIP, STOCKPILE, AND STABILIZE TOPSOIL. CLEAR AND GRUB ONLY IN AREAS NECESSARY, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN, AND/OR MOVE TEMPORARY SEDIMENT ITEMS AS PRACTICAL WITH CONSTRUCTION OPERATIONS. IF DIRECTED BY THE ENGINEER, PLACE SOLID SLAB SODDING, PLACE SALVAGED TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATION COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBING ACTIVITIES AND ALSO THE DATES OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: DENNIS–RADLEY COMPLEX

TOTAL AREA OF THE CONSTRUCTION SITE: 0.15 ACRES

ESTIMATED AREA TO BE DISTURBED: 0.15 ACRES

OFFSITE AREA TO BE DISTURBED: NONE (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE–CONSTRUCTION: 0.06 ACRES

TOTAL IMPERVIOUS AREA POST–CONSTRUCTION: 0.06 ACRES

POST–CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: N/A

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 35° 57' 18" N, 95° 38' 52" W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: COWETA CREEK TO ARKANSAS RIVER

SENSITIVE WATERS OR WATERSHEDS: YES NO X

303 (d) IMPAIRED WATERS: YES NO X

IF YES, LIST IMPAIRMENT:

LOCATED IN A TMDL: YES NO X

LAKE THUNDERBIRD TMDL: YES NO X

MS4 ENTITY YES NO X

IF YES, LOCATION:

NOTE: THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- X PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- X PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- STABILIZED CONSTRUCTION EXIT
- X TEMPORARY SILT FENCE
- X TEMPORARY SILT DIKES
- TEMPORARY FIBER LOG
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- ROCK FILTER DAMS
- TEMPORARY SLOPE DRAIN
- PAVED DITCH W/ DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- RIP RAP
- INLET SEDIMENT FILTER
- TEMPORARY BRUSH SEDIMENT BARRIERS
- SANDBAG BERMS
- TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- X LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- X EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

CONTRACTOR TO REMOVE SEDIMENT WHEN TEMPORARY DEVICES ARE HALF FULL OR AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON–FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGE WAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY–PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER’S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE–WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP–TO–DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF–SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC., THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

- 103.05 BONDING REQUIREMENTS
- 104.10 FINAL CLEANING UP
- 104.12 CONTRACTOR’S RESPONSIBILITY FOR WORK
- 104.13 ENVIRONMENTAL PROTECTION
- 106.08 STORAGE AND HANDLING OF MATERIAL
- 107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED
- 107.20 STORM WATER MANAGEMENT
 - 220 MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION
 - 221 AND CONTROL TEMPORARY SEDIMENT CONTROL

IN ADDITION:

”ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA.” ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2017.



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N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

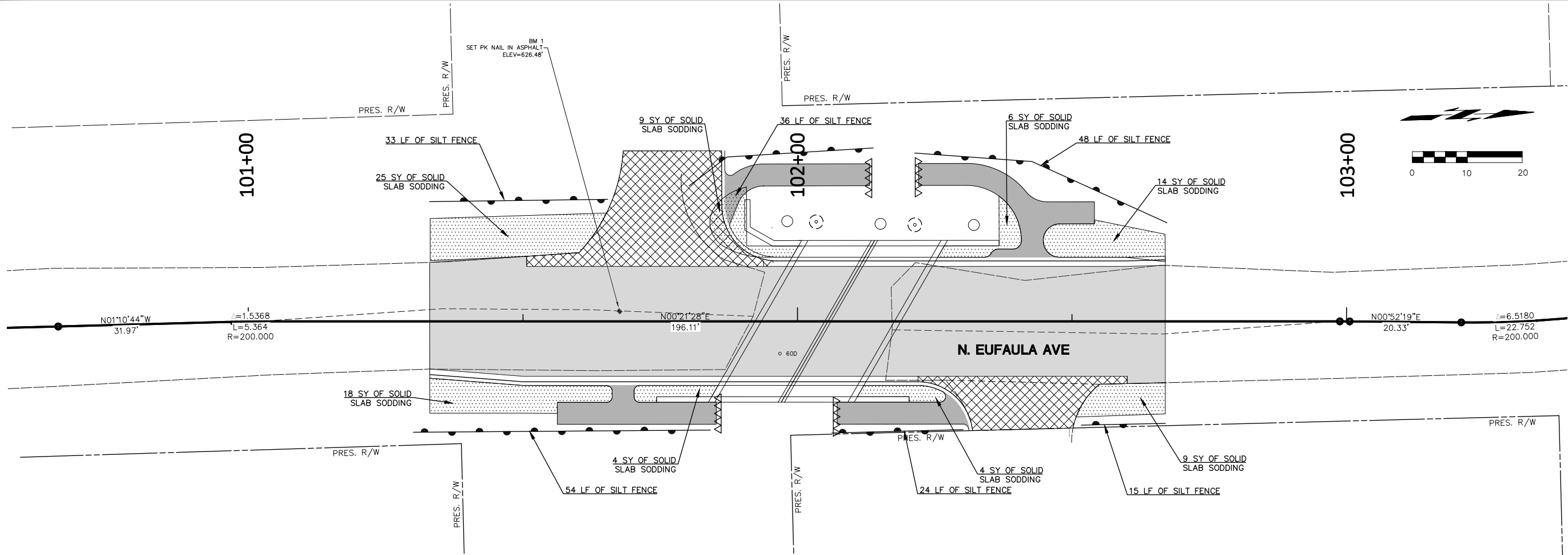
STORMWATER MANAGEMENT PLAN

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER	9
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Wednesday, February 1, 2023 11:52:33 AM



LEGEND

—●—●—●—●—

Filter Fabric Silt Fence

▲▲▲▲

Silt Dike

Asphalt Pavement

Asphalt Overlay Driveway

Solid Slab Sodding

Concrete Flume

G:\PROJECTS\22-151 COWETA\EUFAULA AVE RCB\CAD\FINAL\22-151 EROSION CONTROL.DWG

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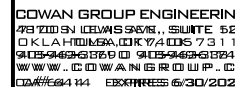
CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

EROSION
CONTROL PLAN

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

REVISIONS

SHEET NUMBER
10



PRELIMINARY
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CITY OF COWETA

WAGNER COUNTY, OKLAHOMA

WATER DETAILS
(1 OF 3)

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDO
PROJECT NUMBER	22-151
DATE	02/01/2023

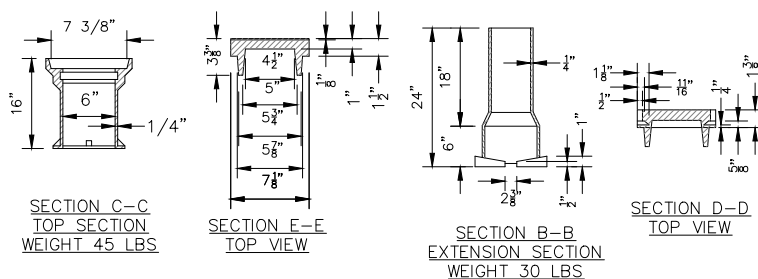
REVISIONS

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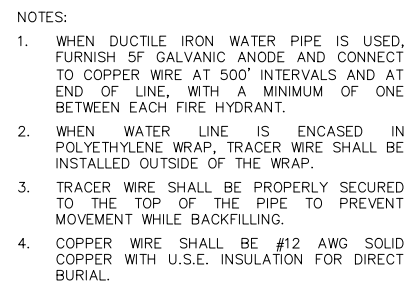
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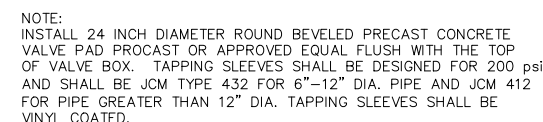


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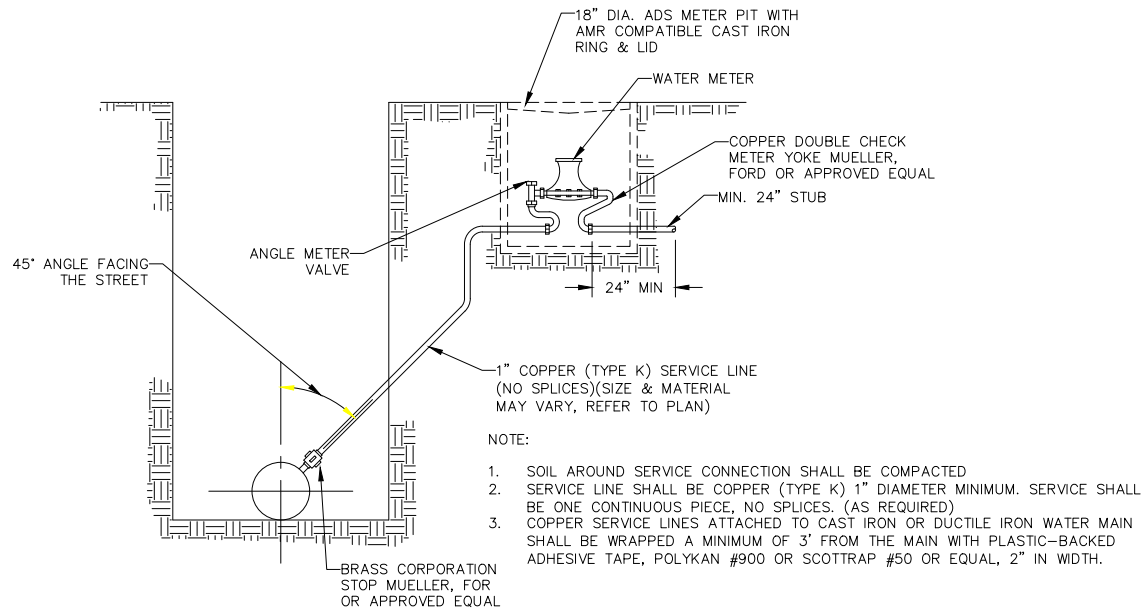
TRACER WIRE WEATHER-HEAD DETAIL

SCALE: N.T.S.

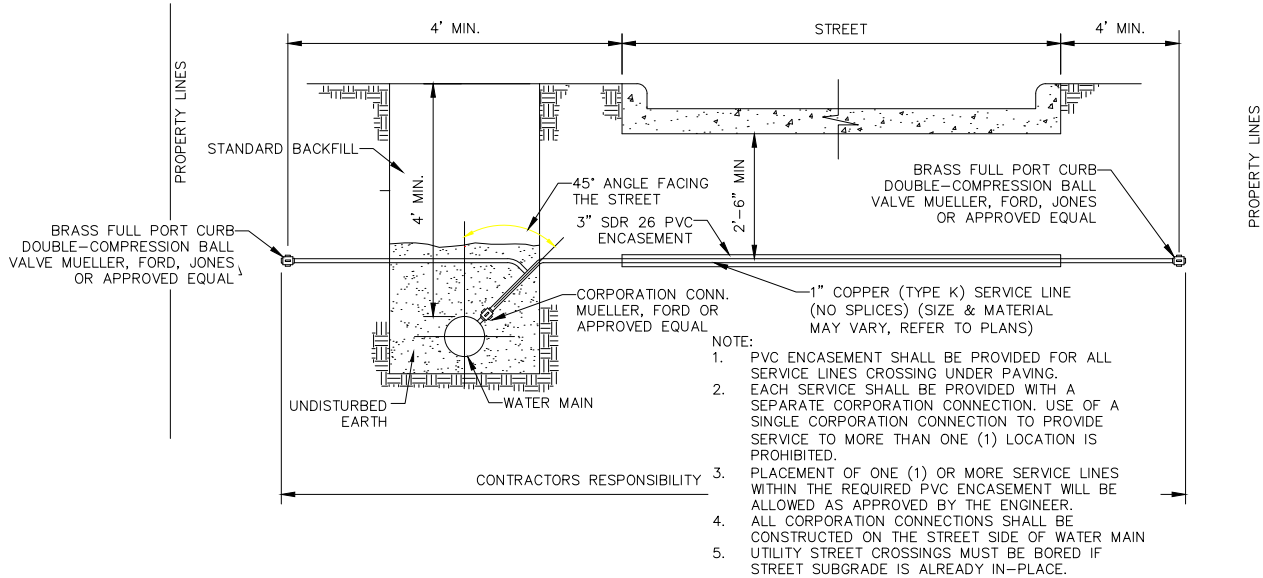


TAPPING SLEEVE & VALVE DETAIL

SCALE: N.T.S.

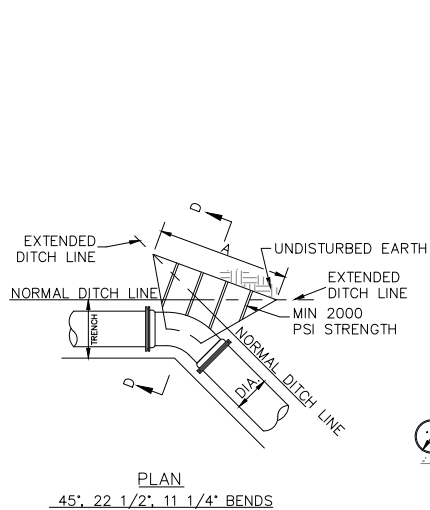


TYPICAL SHORT SERVICE LINE CONNECTION

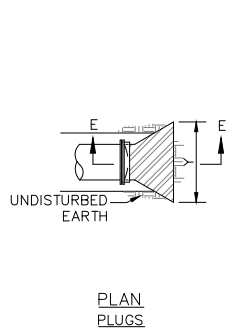


TYPICAL LONG SERVICE LINE CONNECTION

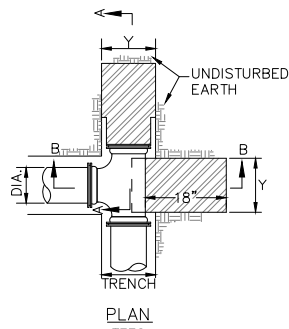
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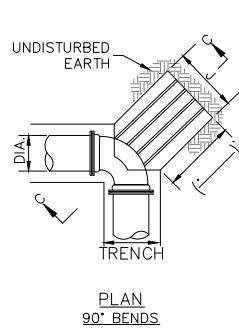
PLAN
45°, 22 1/2°, 11 1/4° BENDS



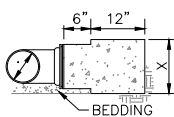
PLAN
PLUGS



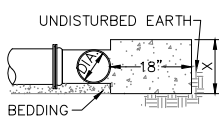
PLAN
TEES



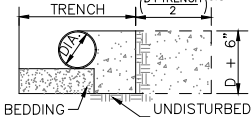
PLAN
90° BENDS



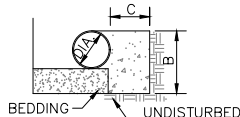
SECTION A-A
TEES



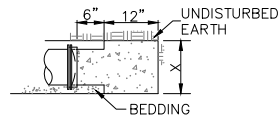
SECTION B-B
TEES



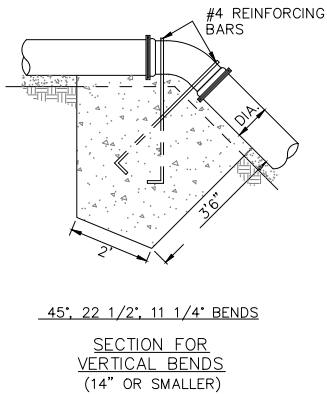
SECTION C-C
90° BENDS



SECTION D-D
45°, 22 1/2°, 11 1/4° BENDS



SECTION E-E
PLUGS



SECTION FOR
VERTICAL BENDS
(14" OR SMALLER)

DIMENSIONS FOR CONCRETE ANCHORAGES													
PIPE DIA.	TRENCH WIDTH	45° BEND			22 1/2° BEND			11 1/4° BEND			TEE OR PLUG		90° BEND J
		A	B	C	A	B	C	A	B	C	X	Y	
36	60	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	3'-4"	4'-0"	6'-5"
30	54	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-0"	3'-6"	5'-8"
24	44	3'-9"	2'-6"	1'-10"	2'-6"	2'-6"	1'-1"	2'-0"	2'-6"	1'-0"	3'-0"	3'-3"	4'-9"
20	39	2'-9"	2'-2"	1'-8"	2'-0"	2'-2"	1'-1"	2'-0"	2'-2"	0'-11"	2'-0"	3'-0"	4'-1"
18	37	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	0'-11"	2'-0"	2'-3"	3'-9"
16	35	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	0'-11"	2'-0"	1'-6"	3'-6"
12	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	0'-11"	2'-0"	1'-0"	3'-0"
10	28	2'-0"	1'-4"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	0'-11"	1'-8"	1'-0"	2'-8"
8	26	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	0'-11"	1'-6"	0'-10"	2'-4"
6	24	2'-0"	1'-1"	1'-4"	1'-8"	1'-1"	1'-0"	1'-6"	1'-0"	0'-11"	1'-4"	0'-8"	2'-1"

THRUST BLOCKING



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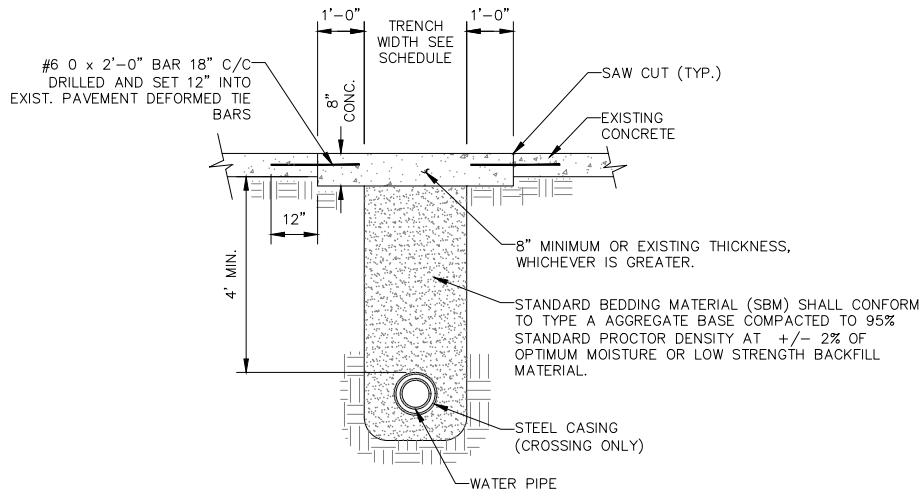
CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

WATER DETAILS
(2 OF 3)

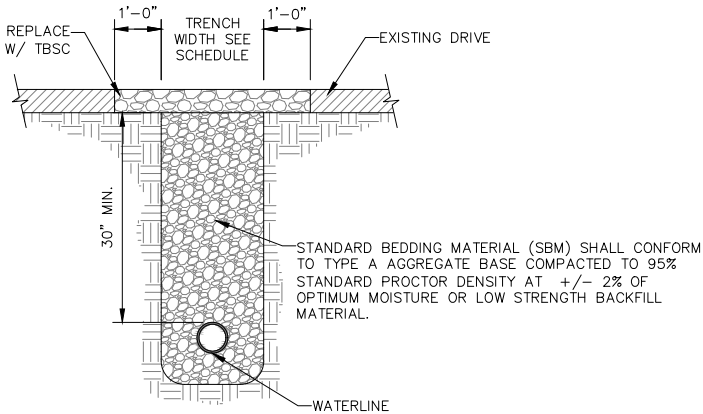
DESIGNED BY MJD
DRAWN BY MJD
REVIEWED BY JDC
PROJECT NUMBER 22-151
DATE 02/01/2023

REVISIONS

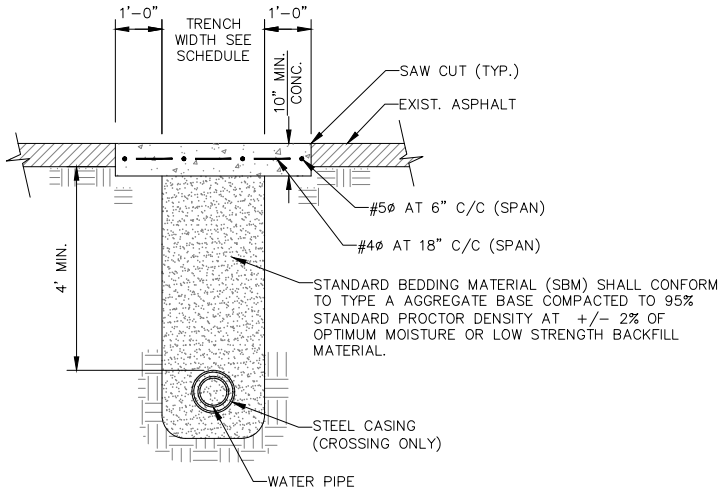
SHEET NUMBER



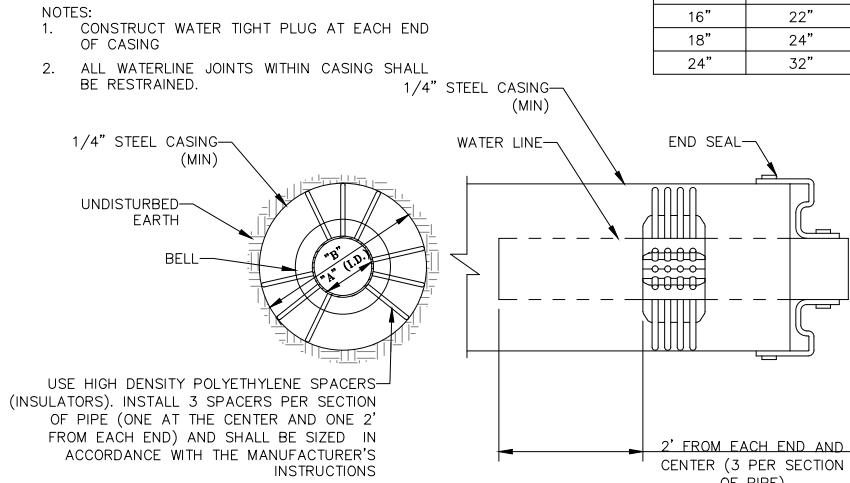
PAVING CUT AND PERMANENT REPAIR CONCRETE
SCALE: N.T.S.



DRIVE CUT AND PERMANENT REPAIR GRAVEL
SCALE: N.T.S.



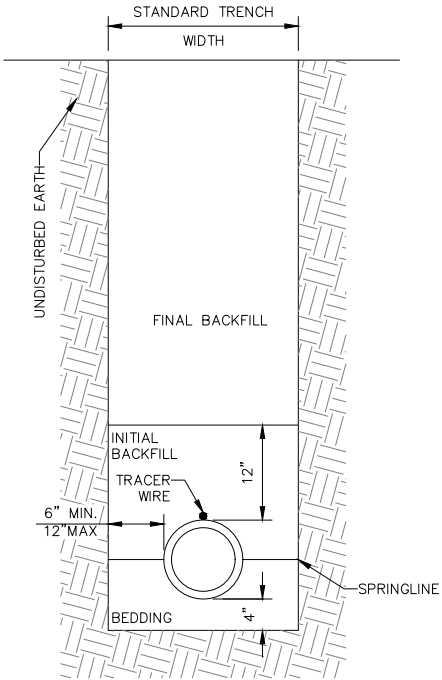
PAVING CUT AND PERMANENT REPAIR ASPHALT
SCALE: N.T.S.



STANDARD ROAD CROSSING BORE
SCALE: N.T.S.

PIPE & STEEL CASING SCHEDULE	
PIPE DIA. "A"	CASING DIA. "B"
6"	14"
8"	16"
10"	18"
12"	18"
16"	22"
18"	24"
24"	32"

INSIDE PIPE DIAMETER (IN.)	STANDARD TRENCH WIDTH (IN.)
6	18
8	24
10	30
12	30
15	36
18	36
21	42
24	42
27	48
30	48
36	54
42	60
48	66



PIPE INSTALLATION
SCALE: N.T.S.

- NOTES:
- STANDARD BEDDING MATERIAL (SBM), SHALL CONFORM TO TYPE A AGGREGATE BASE LOW STRENGTH BACKFILL MATERIAL.
 - SELECT FILL CONSISTS OF EXCAVATED MATERIALS FREE OF ROCKS LARGER THAN 2-1/2 INCHES, ORGANIC MATERIAL, RUBBISH, DEBRIS, AND ALL OTHER OBJECTIONABLE MATERIAL.
 - IF STONE IS DISCOVERED IN TRENCH, REMOVE ALL STONES FOUND IN THE TRENCH TO A DEPTH OF AT LEAST 6 INCHES BELOW THE BOTTOM OF THE PIPE.
 - COMPACTION REQUIREMENTS:
A. PAVED AREAS: 95% STANDARD PROCTOR DENSITY
B. NON-PAVED AREAS: 90% STANDARD PROCTOR DENSITY IF COVER DEPTH < 10'. 95% STANDARD PROCTOR DENSITY IF COVER DEPTH > 10'.

DESCRIPTION	PAVED AREAS		NON-PAVED AREAS	
	FLEXIBLE PIPE	RIGID PIPE	FLEXIBLE PIPE	RIGID PIPE
FINAL BACKFILL	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	EXCAVATED MATERIAL	EXCAVATED MATERIAL
INITIAL BACKFILL	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	COVER DEPTH ≤ 10' - SELECT FILL COVER DEPTH > 10' - STAND. BEDDING MATERIAL	SELECT FILL
BEDDING	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)



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CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

WATER DETAILS
(3 OF 3)

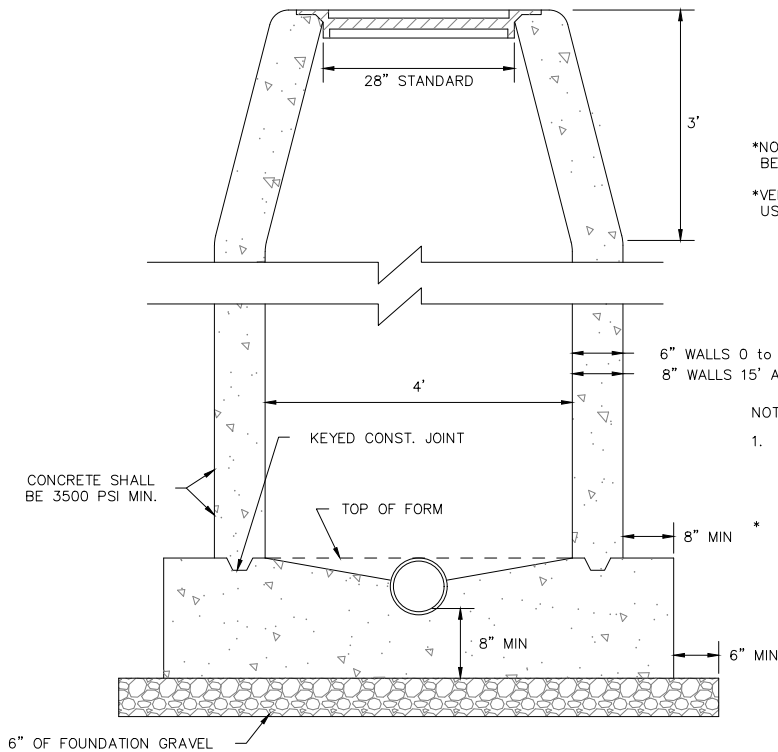
DESIGNED BY: MJD
DRAWN BY: MJD
REVIEWED BY: JDC
PROJECT NUMBER: 22-151
DATE: 02/01/2023

REVISIONS

SHEET NUMBER: 13

GENERAL NOTES

- BACKFILL WITH SUITABLE, ON SITE SOIL COMPACTED TO REQUIRED DENSITY. IN ACCORDANCE WITH SPECIFICATIONS.
- THE COST OF MOVING, REMOVING AND REPLACING ALL FENCES, TREES, STRUCTURES OR OTHER OBSTRUCTIONS NECESSARY FOR CONSTRUCTION WILL NOT BE PAID FOR AS SUCH, BUT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS UNLESS OTHERWISE NOTED.
- A WATER TIGHT PLUG SHALL BE INSTALLED IN ANY NEW LINE AT ITS ENTRANCE INTO AN EXISTING MANHOLE. UPON SATISFACTORY COMPLETION OF THE PROJECT, PERMISSION WILL BE GIVEN BY THE CITY ENGINEER TO REMOVE THE PLUG.
- DO NOT BREAK OUT THE EXISTING SEWER PIPE WITHIN ANY MANHOLE BUILT AROUND AN EXISTING SEWER UNTIL PROPER APPROVAL TO DO SO IS GIVEN BY THE CITY ENGINEER.
- ALL STUBS SHALL BE ONE LENGTH OF BELL-END PIPE EXTENDING THRU THE MANHOLE WALL AND SHALL BE TIGHTLY PLUGGED.
- AT ABANDONED MANHOLES AND SEWERS, PLUG ALL SEWERS AT MANHOLES, TEAR MANHOLES DOWN 3' BELOW FINISHED GROUND ELEVATION, AND FILL BALANCE OF MANHOLES WITH APPROVED BACKFILL.
- ALL ABANDONED MANHOLE RINGS AND LIDS SHALL BE PROPERTY OF THE CITY OF COWETA UTILITY LINE MAINTENANCE WASTEWATER DEPARTMENT.
- PIERS AND COLLARS TO BE BUILT ACCORDING TO STANDARD SPECIFICATIONS, OR AS NOTED.
- ALL FILL AREAS SHOWN ON PROFILE SHALL BE MADE BEFORE CONSTRUCTION OF SEWER.
- UNLESS OTHERWISE REQUIRED, DENSITY TESTING SHALL BE PERFORMED ON A AVERAGE OF EVERY 200 L.F. OF TRENCH EACH 5 FT. OF DEPTH. DENSITY REQUIREMENTS FOR TRANSVERSE CROSSINGS UNDER PAVING OR DRIVEWAYS SHALL COMPLY WITH THE SCHEDULE SHOWN ON STANDARD CONSTRUCTION PAVING DETAILS.
- THE CONSTRUCTION OF MONOLITHICALLY CAST-IN-PLACE MANHOLES WILL BE ALLOWED ONLY AS SHOWN ON THE PLANS. THE SUBMITTAL OF PROPOSED LEG SUPPORTS SHALL BE REQUIRED AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- PLACEMENT OF CONCRETE STRUCTURES, MANHOLES AND ETC., SHALL COMPLY WITH THE SPECIFICATIONS.
- IN LIEU OF THE COLD WEATHER REQUIREMENTS SHOWN IN THE SPECIFICATIONS, PLACEMENT OF CONCRETE BELOW GRADE WILL BE ALLOWED TO TEMPERATURES AS LOW AS 25° F. HOWEVER, UNTIL SUCH TIME AS FINAL BACKFILL IS PLACED, ADDITIONAL PROTECTION, INSULATION, HEATING AND ETC. SHALL BE REQUIRED.
- EXCAVATION AND BACKFILL NEAR MANHOLES SHALL BE EQUAL ON ALL SIDES OF THE MANHOLE.
- REINFORCING STEEL: ASTM 416 GR60
- WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1.
- GROUT SHALL BE NON-SHRINK EPOXY GROUT.
- ALL COUPLINGS SHALL BE SUBSIDIARY AND INCLUDED IN THE BID PRICE.



STANDARD MANHOLE

- *NON-VENTED LIDS SHALL BE USED IN PAVEMENT
- *VENTED LIDS SHALL BE USED IN NON-PAVEMENT

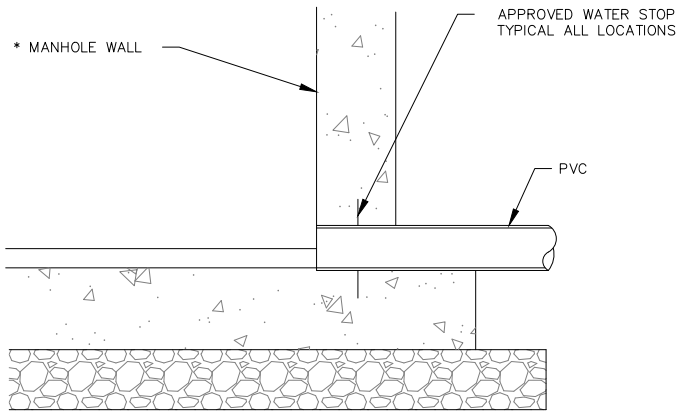
- NOTE:
- FOUNDATION GRAVEL SHALL BE COMPOSED OF CRUSHED ROCK CONFORMING TO SPECIFICATIONS, TYPE A OR B, 1-1/2" MINIMUM SIZE.
- * MANHOLE WALL THICKNESS SHALL BE CONSTANT. NO TRANSITION SHALL BE ALLOWED

INSIDE PIPE DIAMETER (IN.)	STANDARD TRENCH WIDTH (IN.)
8	24
10	30
12	30
15	36
18	36
21	42
24	42
27	48
30	48
36	54
42	60
48	66

- NOTES:
- STANDARD BEDDING MATERIAL (SBM) SHALL CONFORM TO TYPE 1B AGGREGATE BASE OR LOW STRENGTH BACKFILL MATERIAL.
 - SELECT FILL CONSISTS OF EXCAVATED MATERIALS FREE OF ROCKS LARGER THAN 2-1/2 INCHES, ORGANIC MATERIAL, RUBBISH, DEBRIS, AND ALL OTHER OBJECTIONABLE MATERIAL.
 - COMPACTION REQUIREMENTS:
A. PAVED AREAS: 95% STANDARD PROCTOR DENSITY
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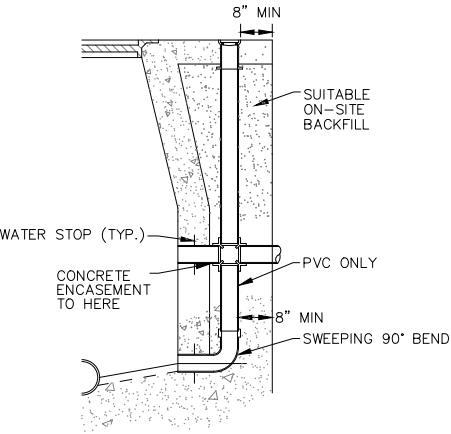
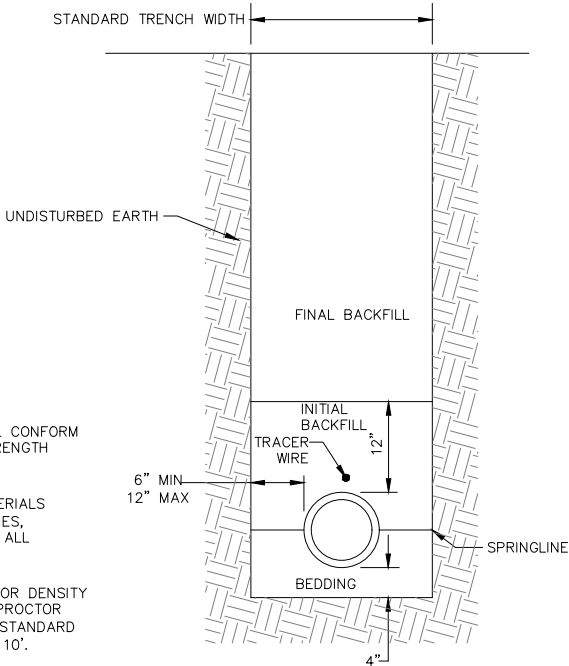
BEDDING MATERIALS				
DESCRIPTION	PAVED AREAS		NON-PAVED AREAS	
	FLEXIBLE PIPE	RIGID PIPE	FLEXIBLE PIPE	RIGID PIPE
FINAL BACKFILL	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	EXCAVATED MATERIAL	EXCAVATED MATERIAL
INITAL BACKFILL	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	COVER DEPTH ≤ 10' - SELECT FILL COVER DEPTH ≥ 10' - STAND. BEDDING MATERIAL	SELECT FILL
BEDDING	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)	STAND. BEDDING MATERIAL (SBM)

PIPE INSTALLATION

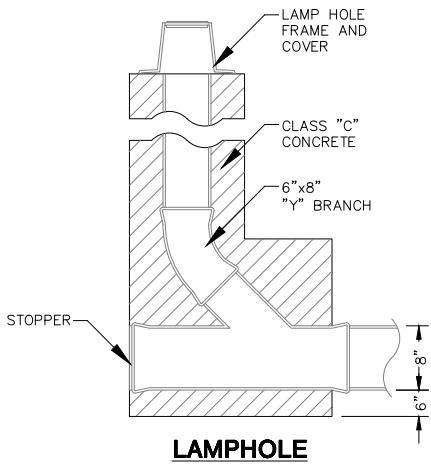


PVC PIPE DETAILS

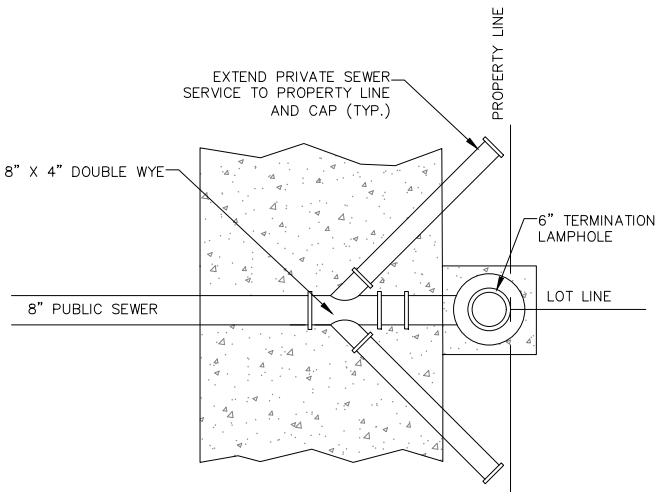
- NOTE:
- COMPRESSION JOINTS AND COUPLINGS SHALL BE ASSEMBLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. JOINTS AND COUPLINGS SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH ASTM-D3212-92.



STANDARD DROP MANHOLE



LAMPHOLE



PLAN VIEW OF SEWER LAMPHOLE WITH DOUBLE WYE SEWER SET

SCALE: N.T.S.

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

SS DETAIL
(1 OF 2)

DESIGNED BY	MJD
DRAWN BY	MJD
REVIEWED BY	JDC
PROJECT NUMBER	22-151
DATE	02/01/2023

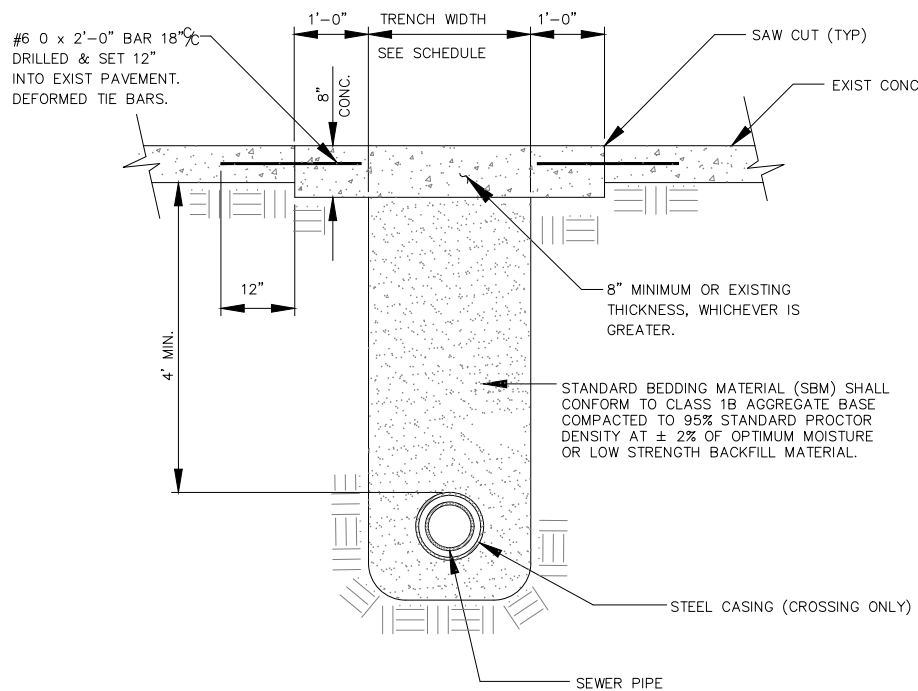
REVISIONS

SHEET NUMBER

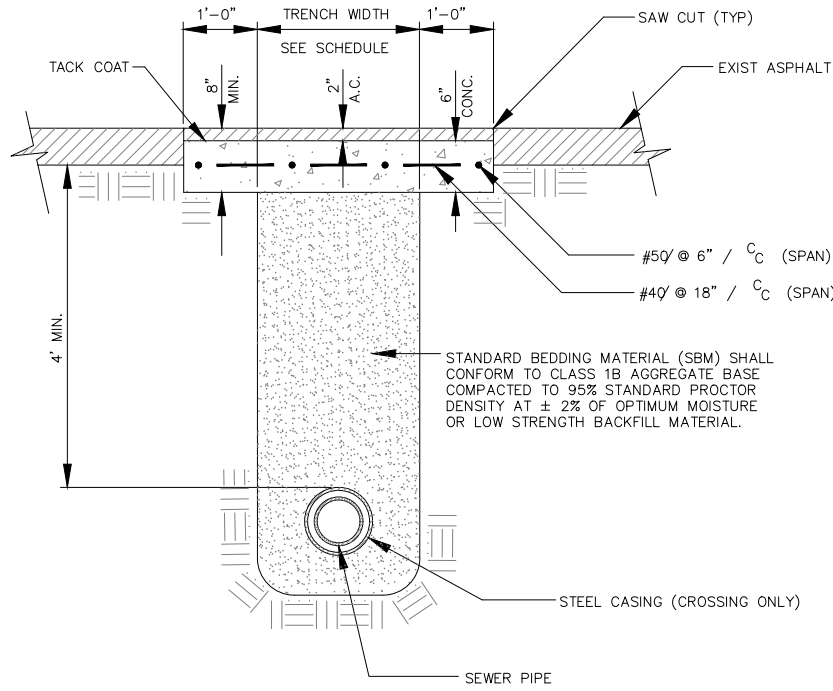
14

COWAN GROUP ENGINEERING
7100 N GLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

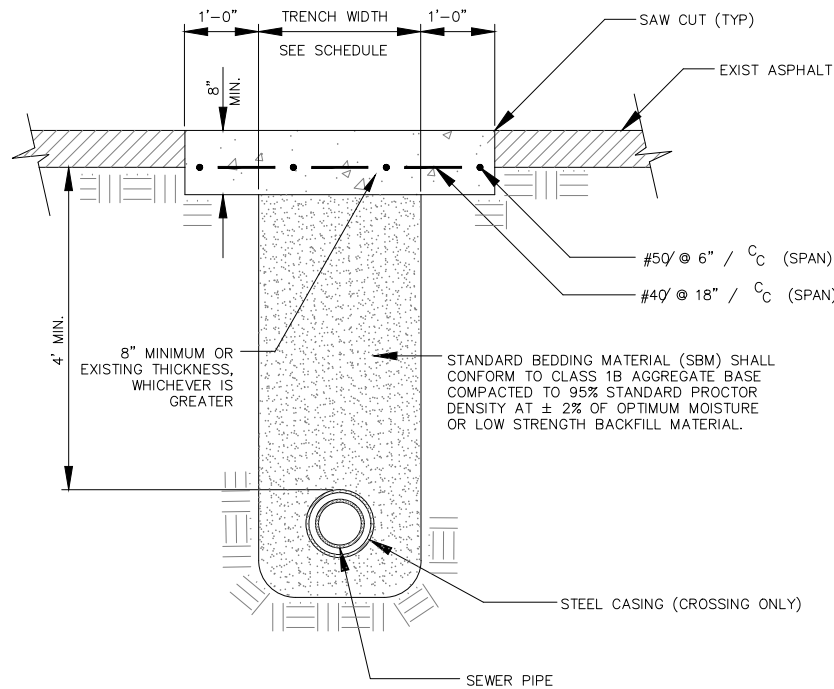
PRELIMINARY
NOT FOR CONSTRUCTION



CONCRETE PAVEMENT CUT



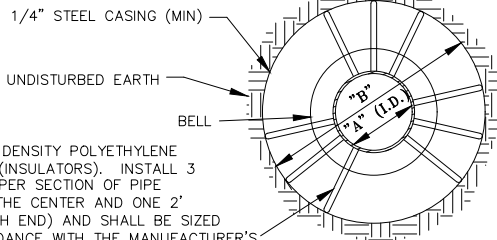
ASPHALT PAVEMENT CUT: CONCRETE-ASPHALT COMBINATION



ASPHALT PAVEMENT CUT: FULL DEPTH CONCRETE

PIPE & STEEL CASING SCHEDULE	
PIPE DIA. "A"	CASING DIA. "B"
6"	12"
8"	14" OR 16"
10"	18"
12"	20"
16"	24"
18"	26"
24"	33"

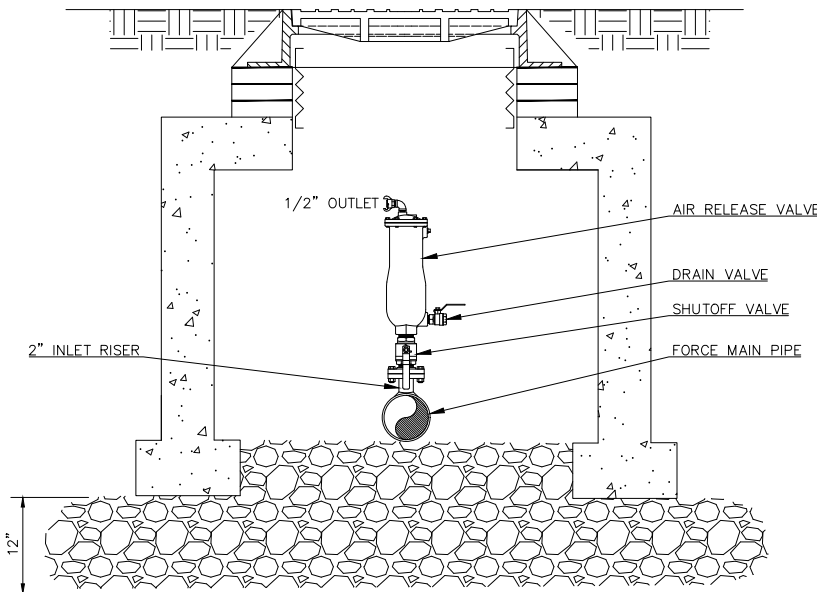
NOTE: CONSTRUCT WATER TIGHT PLUG
AT EACH END OF CASING



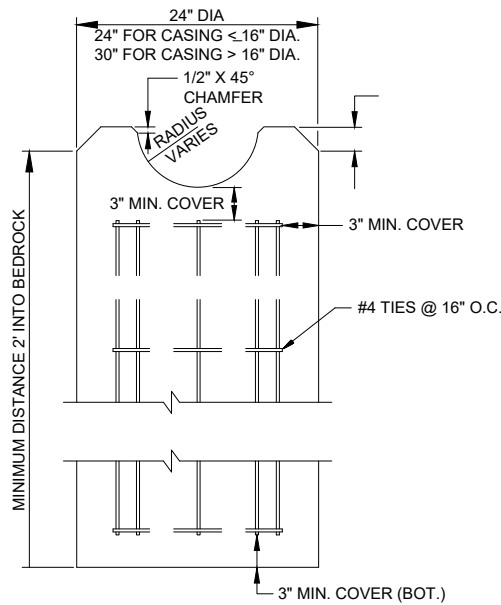
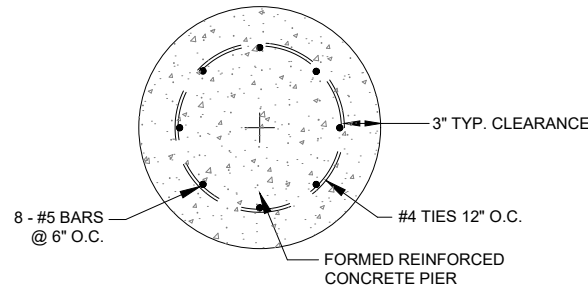
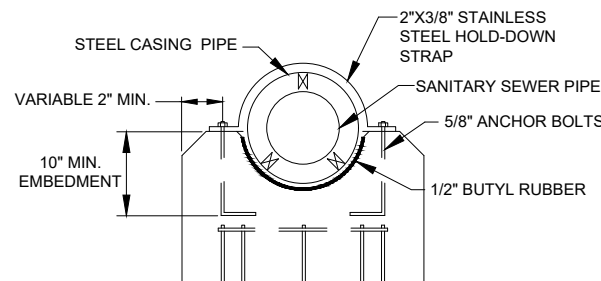
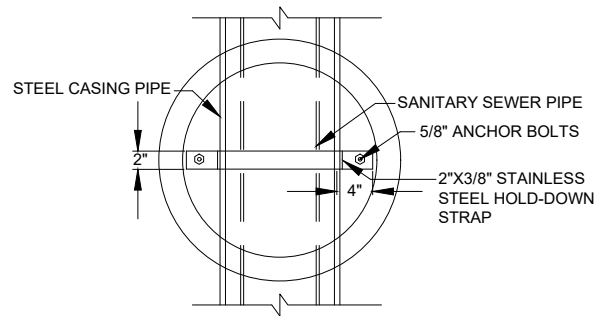
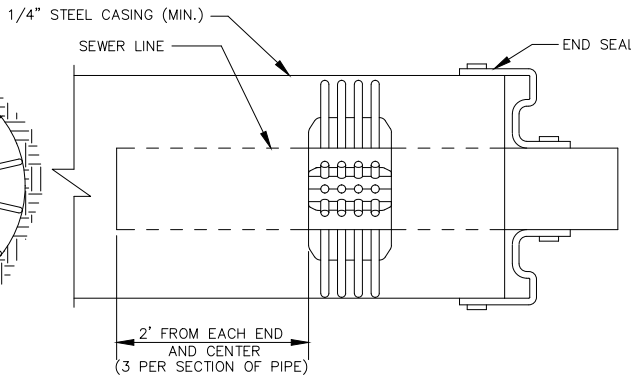
USE HIGH DENSITY POLYETHYLENE
SPACERS (INSULATORS). INSTALL 3
SPACERS PER SECTION OF PIPE
(ONE AT THE CENTER AND ONE 2'
FROM EACH END) AND SHALL BE SIZED
IN ACCORDANCE WITH THE MANUFACTURER'S
INSTRUCTIONS

NOTE: STEEL CASING PIPE SHALL CONFORM WITH ASTM A-139.
STANDARD SPECIFICATION FOR ELECTRIC-FUSION(ARC)-WELDED
STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL SHALL BE
NEW, SMOOTH WALL, CARBON STEEL, GRADE B, WITH A MINIMUM
TENSILE STRENGTH, AND MINIMUM 35,000 PSI YIELD STRENGTH.

CASING DETAIL



2" AIR RELEASE VALVE



CONCRETE PIER
FOR AERIAL CROSSING



COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

PRELIMINARY
NOT FOR CONSTRUCTION

N. EUFAULA AVENUE BRIDGE

CITY OF COWETA
WAGNER COUNTY, OKLAHOMA

SS DETAIL
(2 OF 2)

DESIGNED BY MJD
DRAWN BY MJD
REVIEWED BY JDC
PROJECT NUMBER 22-151
DATE 02/01/2023

REVISIONS

SHEET NUMBER



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

Mémorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Purchase of 4 Dodge Durangos
Date: 8/16/2023

BACKGROUND

Originally the Coweta Police Department had requested the purchase of 4 Ford Police SUVs. Unfortunately, Ford is not taking orders for the 2023 or 2024 year models. We are requesting to purchase 4 Dodge Durangos to replace 4 of our Dodge Chargers with over 100,000 miles.

BENEFITS

It will ensure that the Coweta Police Department continues to provide safe vehicles for Officers to operate on our roads. It will provide more room for the storage of essential equipment. It will have a large passenger compartment for prisoner transport. It will have the ability to operate in deteriorating road conditions due to bad weather.

COSTS

One Dodge Durango police vehicle cost \$47,358.00. The purchase of four Dodge Durangos will cost a total of \$189,432.00.

STAFF RECOMMENDATION

The staff recommends the council approve the purchase of four Dodge Durangos police vehicles.

ATTACHMENTS

Budget Planning Worksheet
Quote from John Vance Motors

CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
BUDGET PLANNING WORKSHEET - PROJECTS > \$5,000

FY 24

Project Title: Police Vehicles

Location: Police Department

Sponsoring Dept: Police

Contact: R. Peterson

☐ New Project ☐ Revised Project ☐ Carryover Project ☐ Replaces Existing Project

Project Costs:	FY 24	FY 25	FY 26	FY 27	FY 28	Beyond	Total
Design	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equip/Furnishing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000

Project Funding:	FY 24	FY 25	FY 26	FY 27	FY 28	Beyond	Total
Capital Impr Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rural Fire Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Narrative: Describe the project, its costs, funding sources, any ongoing costs, and projects replaced. Complete the project time frame, intent and needs criteria below.

The Coweta Police Department is requesting 4 police vehicles to As of this time I am unable to get a quote for the Ford Police interceptor hybrid model. After conducting research I found the Ford SUV Interceptors were listed between \$40625 to \$60,125. In 2022, I was quoted \$38023.00 for a Ford Police Interceptor UTI on the State bid. Due to inflation and the yearly increase to the cost of vehicles, I used \$50,000

Project Time Frame:

Design _____
Construction/Acquisition _____
Completion _____

Intent of Project:

_____ Maintain existing service
_____ Replace existing service
_____ Enhance existing service
_____ Introduce new service

Needs Criteria:

_____ Legally required	_____ Capital Improvement Plan
_____ Contractually required	_____ Strategic Plan
_____ Cost effective	_____ Extend life of capital asset
_____ Improve service delivery	_____ Other: _____
_____ Health/safety improvement	

Project Priority:

(Immediate Need: 10; Short Term Need: 5; Long Term Need: 1)

JOHN VANCE MOTORS, INC
FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000074088



QUOTE

DATE	8/15/2023
QUOTE NUMBER	000Q11931
EXPIRATION DATE	8/21/2023
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT
PO Number	1-083

SOLD TO:

SHIP TO:

City of Coweta

Ron Peterson
212 N. Broadway
PO Box 850
Coweta, OK 74429
(918)805-3829

City of Coweta

Ron Peterson
212 N. Broadway
PO Box 850
Coweta, OK 74429
(918)805-3829

Any Questions? Call 405-282-3800

Gerry "Gary" Branch

gerry@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
4	WDEE75	2024 Dodge Durango PPV	\$46,248.00	\$184,992.00
4	AWD	All Wheel Drive	\$0.00	\$0.00
4	EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00	\$0.00
4	DFT	Transmission: 8-Speed Automatic	\$0.00	\$0.00
4	DLK	3.45 Rear Axle Ratio	\$0.00	\$0.00
4	ADL	Skid Plate Group	\$350.00	\$1,400.00
	XCS	Extra Key (Only At Time Of Factory Order)	\$350.00	\$1,400.00
4	LNF	Black Left LED Spot Lamp	\$0.00	\$0.00
	LSA	Security Alarm	\$170.00	\$680.00
4	CW6	Deactivate Rear Doors/Windows	\$90.00	\$360.00
4	WBN	Wheels: 18" x 8.0" Black Steel	\$0.00	\$0.00
4	TXQ	Tires: 255/60R18 Pursuit Rated On/Off Road	\$0.00	\$0.00
4	A7X9	Black, Cloth Bucket Seats w/Rear Vinyl	\$150.00	\$600.00
4	PX7	Exterior: White	\$0.00	\$0.00
SubTotal: \$47,358.00 Each				\$189,432.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

4) BALANCE DUE AT DELIVERY UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN

SUB-TOTAL	\$189,432.00
TAG/TAXES	\$0.00
TOTAL DUE	\$189,432.00

Dealer: _____



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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Purchase of Equipment for 4 Dodge Durangos
Date: 8/16/2023

BACKGROUND

Coweta Police Department is requesting the purchase of police equipment for 4 new Dodge Durango Police SUVs.

BENEFITS

It ensures that the Officers have the required equipment in the vehicles needed to safely provide police services to the community. (See attachments for equipment list)

COSTS

The cost to outfit 4 Dodge Durangos with the required equipment is \$98561.52. There is an increase of 1,957.52 due to the increase in price for applying graphics to the vehicles and switching the radio purchase from Motorola to Harris radios. The budget line item for this purchase is 12-5404-007.

STAFF RECOMMENDATION

The staff recommends the council approve the purchase of the equipment for the 4 Dodge Durangos police vehicles.

ATTACHMENTS

Budget Planning Worksheet
Quote from Visual Force Inc.
Quote from L3 Harris
Quote from MEEKS Group

CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
BUDGET PLANNING WORKSHEET - PROJECTS > \$5,000

FY 24

Project Title: Equipment of New Patrol Vehicles

Location: Police Department

Sponsoring Dept: Police Department

Contact: R. Peterson

☐ New Project ☐ Revised Project ☒ Carryover ☐ Replaces Existing Project

Project Costs:	FY 24	FY 25	FY 26	FY 27	FY 28	Beyond	Total
Design	\$ 96,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,604
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equip/Furnishing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 96,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,604

Project Funding:	FY 24	FY 25	FY 26	FY 27	FY 28	Beyond	Total
Capital Impr Fund	\$ 96,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,604
Rural Fire Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding	\$ 96,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,604

Project Narrative: Describe the project, its costs, funding sources, any ongoing costs, and projects replaced. Complete the project time frame, intent and needs criteria below.

The Coweta Police Department request to purchase equipment for 4 Ford SUV hybrid patrol vehicles. The equipment for each vehicle includes 1 XL 185 mobile radio, at \$7686.00, one low band radio at \$636.00, striping of the car at \$950.00, and police equipment to include; emergency lights, center console, push bumper, computer mounts, secure weapons mount, dual radar, siren with siren control box, for 14,378.87. The total price to outfit one vehicle is \$23,650.87. The total cost to outfit four vehicles is \$96,604.00.

Project Time Frame:

Design _____
Construction/Acquisition _____
Completion 6 months to 9 months

Intent of Project:

X Maintain existing service
____ Replace existing service
____ Enhance existing service
____ Introduce new service

Needs Criteria:

_____ Legally required	_____ Capital Improvement Plan
_____ Contractually required	_____ Strategic Plan
<u>X</u> Cost effective	_____ Extend life of capital asset
<u>X</u> Improve service delivery	_____ Other: _____
<u>X</u> Health/safety improvement	

Project Priority: 8

(Immediate Need: 10; Short Term Need: 5; Long Term Need: 1)



L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: Coweta PD_XL1200M_16075_021623

Ron Peterson
Deputy Chief Police Department
Cell: 918-805-3829
rpeterson@cityofcoweta-ok.gov

Date: 2/16/2023 Valid for 30 days
Sales POC: Greg Kolsut
Sr. Specialist Account Manager
405-315-2741
Greg.Kolsut@L3Harris.com

L3Harris' Internal Use Only

Quote by: S. Spence
CRM #
CCC Case # INC-000296448

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
10	XZ-MPM1M-NA	MOBILE, XL-200M, MULTIBAND, LTE, NA	1	\$ 3,815.00	30%	\$ 2,670.50	\$ 2,670.50
20	XZ-PL4J	FEATURE, VHF BAND	1	\$ 550.00	30%	\$ 385.00	\$ 385.00
30	XZ-PL4K	FEATURE, UHF BAND	1	\$ 550.00	30%	\$ 385.00	\$ 385.00
40	XZ-PL4L	FEATURE, 700/800 MHZ BAND	1	\$ 550.00	30%	\$ 385.00	\$ 385.00
50	XZ-PL8Y	FEATURE, ENCRYPTION LITE	1	\$ 0.01	100%	\$ -	\$ -
60	XZ-PL4F	FEATURE, PHASE 2 TDMA	1	\$ 250.00	30%	\$ 175.00	\$ 175.00
70	XZ-PL8T	FEATURE, LTE	1	\$ 1,960.00	30%	\$ 1,372.00	\$ 1,372.00
80	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	1	\$ 750.00	30%	\$ 525.00	\$ 525.00
90	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	1	\$ 1,600.00	30%	\$ 1,120.00	\$ 1,120.00
100	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	1	\$ 495.00	30%	\$ 346.50	\$ 346.50
110	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	1	\$ 105.00	30%	\$ 73.50	\$ 73.50
120	XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	1	\$ 210.00	30%	\$ 147.00	\$ 147.00
130	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	1	\$ 80.00	30%	\$ 56.00	\$ 56.00
140	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	1	\$ 60.00	30%	\$ 42.00	\$ 42.00
150	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	1	\$ 120.00	30%	\$ 84.00	\$ 84.00
160	XZ-CP6A	CONTROL UNIT, XL-CH	1	\$ 1,650.00	30%	\$ 1,155.00	\$ 1,155.00
Lead time is subject to material availability at time of order						Total Sale Price	\$8,921.50

Terms and Conditions:

- The terms and conditions of this quote are governed by the System Purchase Agreement between Harris Corporation and City of Norman. Please reference MBP #16075.
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



Quote Q017240

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

Page 1 of 1
Quote date 08/29/23
Customer account C00157
Account manager Julie Myers

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

Hi Ron,

Thank you for your quote request.

Product 1

Job title : Dodge Durango Stripe Kit

Description :

177 X 53 Blue Stripes -Printed on 3M IJ-180 Laminating, 8518 Gloss Contour Cutting-Roland
1-79 X 43 -Printed on 3M IJ-5100R Reflective Vinyl Laminating, 8518 Gloss Contour Cutting-Roland

Installation Vehicle Prepping
, Art Provided Layout
Proof:
PO Number:

Quantity : 2
Price (Ex Tax) : \$1,155.09
Tax : \$0.00

Amount payable (Inc Tax) **\$1,155.09**

Sales Representative: House Account

Subtotal::	\$1,155.09
Freight:	\$0.00
Tax:	\$0.00
Total:	\$1,155.09

Sales tax not included.

Thank you,
The Meeks Group Team

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

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



Quote

Date	Quote #
8/16/2023	4321

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

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	Cost	Total
Installation	Installation 2023 Dodge Durango	18	90.00	1,620.00
SO-ENFWB(8Mod-12LED)	Nforce 8mod 12LED Split Frt DualColor	1	1,032.92	1,032.92
SO-EMPTC00T5H	SoundOff MPwrTraf Cntrl 4Hd Rear 12LED R/A B/A (Rear Window)	1	691.39	691.39
SO-ETSA482CSP	SoundOff 400 Series 200W cns1 btnn siren	1	493.43	493.43
SO-ETSS100J5	SoundOff Speaker 100J5	2	220.99	441.98
SO-EMPS2STS5RBW	SoundOff MPwr 4" 18LED Stud Mt R/B/W (under side mirror)	2	133.28	266.56
EQUIP-VARIOUS	SoundOff Under Mirror Bracket PNT3BKUMB4	2	38.00	76.00
SO-ETTFK02	SoundOff Tail Lt Flasher 15-21 Durango	1	271.00	271.00
SO-EMPS2STS5RBW	SoundOff MPwr 4" 18LED Stud Mt R/B/W (On side&front of bumper)	4	133.28	533.12
SO-PMP2BKDGJAJ	SoundOff MPwr 4" D/G Adj Brkt Kit	4	7.84	31.36
SO-EMPS2QMS5RBW	SoundOff MPwr 4" 18LED Quick Mt RBW On rear side qtr panel	2	133.28	266.56
SO-EMPS2QMS5RBW	SoundOff MPwr 4" 18LED Quick Mt RBW(tag area)	2	133.28	266.56
JO-425-6680	Jotto Console 21/23 Durango	1	598.00	598.00
JO-425-6651	Jotto FacePlt 12v outlet	1	59.00	59.00
JO-425-6411	Jotto Arm Rest Adjstble 7.75X8X8	1	146.00	146.00
JO-425-3704	Jotto Dual ABS Cup Holder	1	63.00	63.00
JO-475-0822	Jotto Prtn Cargo Barrier 16-23 Durango	1	561.00	561.00
JO-475-0966	Jotto Prtn SpaceCreator/Wndw 16-23 Durango	1	1,089.00	1,089.00
JO-475-1417	Jotto Prtn Window Armour 16-23 Durango	1	418.00	418.00
JO-475-8848	Jotto Prtn Exte/Panels 16-23 Durango	1	128.00	128.00
WE-WEI-005	Weiser Dual GunMt 1 clasp style 1 univ style lock	1	481.00	481.00
ST-75456	StreamLight Stinger DS LED HL	1	181.00	181.00
Coax w/Mini Connector	Coax w/ Mini Connector	2	25.00	50.00
TE-35951	Tessco Ant 1/4 Wv 152-162 Black Unity	1	17.00	17.00
TE-47999	Tessco Ant 806-866 Black Phantom	1	42.00	42.00
SE-BK0534DUR21	Setina PushBump PB400 21-23 Durango	1	557.00	557.00
Thank you for your business.		Total		

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

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



Quote

Date	Quote #
8/16/2023	4321

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

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	Cost	Total
SE-HK2273DUR21	Setina HdLt Grd w/Alum PB9 21-23 Durango	1	857.00	857.00
JO-450-4128	Jotto Cmptr Mt Surface Pro Station	1	298.00	298.00
JO-425-2827	Jotto Pedestal Mount	1	161.00	161.00
JO-425-1188	Jotto Articulated Arm	1	143.00	143.00
ST-805-0022-00	Stalker Radar Dual 2 KA Antna System	1	2,495.00	2,495.00
EQUIP-VARIOUS	Stalker Radar Mounts for Durango	1	229.00	229.00
	SoundOff Signal products quoted per NASP/SW141 agreement			
Thank you for your business.		Total		
		\$14,563.88		



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Mémorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Entropol (CAD) System Purchase Approval
Date: August 24, 2023

BACKGROUND

Currently, the Coweta Police Department uses a program identified as the Offender Data Information System (ODIS). This system is our records management system, where all police reports, such as accidents, incidents, and citation information, are stored. Our department also uses other programs to obtain and store information as required. These systems are not connected and require entering the same information numerous times into each system. This causes clerical errors and a prolonged response time to emergency services personnel. Another major factor is that the ODIS system allows personnel to enter information in any format the operator chooses; this makes it very difficult to run accurate reports on accidents, tickets, and crime stats.

BENEFITS

We believe that by purchasing, installing, and implementing a current Computer Aided Dispatch system (CAD). This upgrade will increase the department's efficiency in filing, writing, and processing information. Our department will be able to process effective reports on items such as accidents, crime stats, and calls for service locations. This system includes booking/jail information, property room inventory and control, and records management system components. The system will allow information to be entered into the records management system and then transferred between components without re-entering the same information multiple times. The new CAD will allow a single dispatcher to handle information faster and effectively and ensure all information obtained is passed on quickly to emergency responders. This system will save time, money, and lives!

COSTS

This item was included in the 2023-2024 Council-approved budget. The costs assigned are as follows: the computer-aided dispatch, jail/booking, property room, and training components, along with training and implementation, will cost \$97,255.00. To migrate all the current information from the ODIS system to the new CAD system will cost approximately \$5,800.00. Purchasing a new server for the CAD system will cost \$4200.00. For a total of \$107,255.00. The budget line-item number for this purchase is 18-5404.087. Finally, there will be a yearly cost one year after year one for maintenance and software updates, which will cost \$25,897.00, which will be included in future budget proposals.

STAFF RECOMMENDATION

Staff recommends approval and permission for the City Manager to sign all required documents to complete this agreement and purchase.

ATTACHMENTS

CAD Entropol End User License Agreement- Reviewed and approved by City Attorney
Project Planning Sheet for Budget Approval 2023-2024, Reviewed by City Manager and Finance Director

CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
BUDGET PLANNING WORKSHEET - PROJECTS > \$5,000

FY 24

Project Title: Computer Aided Dispatch **Location:** Coweta Police Department

Sponsoring Dept: Police **Contact:** R. Peterson

☒ New Project ☐ Revised Project ☐ Carryover Project ☐ Replaces Existing Project

Project Costs:	FY 24	FY 25	FY 26	FY 27	FY 28	Beyond	Total
Design	\$ 103,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,055
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equip/Furnishing	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200
Other	\$ -	\$ 25,897	\$ 25,897	\$ 25,897	\$ 25,897	\$ -	\$ 103,588
Total Cost	\$ 107,255	\$ 25,897	\$ 25,111	\$ 25,897	\$ 25,897	\$ -	\$ 210,843

Project Funding:	FY 24	FY 25	FY 26	FY 27	FY 28	Beyond	Total
Capital Impr Fund	\$ 107,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,255
Rural Fire Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ 25,897	\$ 25,897	\$ 25,897	\$ 25,897	\$ 25,897	\$ -
Total Funding	\$ 107,255	\$ 25,897	\$ 25,897	\$ 25,897	\$ 25,897	\$ 25,897	\$ 107,255

Project Narrative: Describe the project, its costs, funding sources, any ongoing costs, and projects replaced. Complete the project time frame, intent and needs criteria below.

The Coweta Police Department requests permission to purchase a Computer Aided Dispatch System (CAD). The CAD will benefit the Police Department (PD), Fire Department(FD), and Emergency Medical Service (EMS). The Enterpol CAD will include a record management system (RMS), property management system, and jail management system (JMS). The system will also interface with ERS and Inage Trend EMS. The system will allow dispatchers to dispatch by sending the information directly to the mobile CADs. This will enable police, fire, and EMS to have direct access to the information without asking dispatch to repeat the information. It will also allow for situational awareness between all departments. The cost of the CAD is \$97,255.00. We are also requesting to purchase a new server to host the software. The server will cost approximately \$4200.00. The cost of migrating the records from ODIS to the CAD will cost approximately \$5,800.00, The total cost for the first year, including start-up and training, is \$107,255.00. In year two, there will be a support and maintenance fee of \$25,897.00. The support and maintenance fee will continue yearly until the program is dissolved or

Project Time Frame:

Design _____
Construction/Acquisition _____
Completion 8 weeks _____

Intent of Project:

_____ Maintain existing service
X _____ Replace existing service
_____ Enhance existing service
_____ Introduce new service

Needs Criteria:

_____ Legally required	_____ Capital Improvement Plan
_____ Contractually required	_____ Strategic Plan
_____ Cost effective	_____ Extend life of capital asset
X _____ Improve service delivery	Other: _____
X _____ Health/safety improvement	

Project Priority: 10
(Immediate Need: 10; Short Term Need: 5; Long Term Need: 1)

END USER LICENSE AGREEMENT

This License Agreement (“License” or “EULA”) shall be considered a legally binding agreement between The City of Coweta, Oklahoma, a municipal corporation, for the benefit of Coweta Police Department (“Client”) and Huber & Associates, Inc. for the use of Enterpol Solutions for Public Safety Software, which may include associated printed material, media, and any other components and/or software, including, but not limited to, required drivers (“Product”). Other aspects of the Product may include, but are not limited to, software updates and any upgrades necessary that Huber & Associates, Inc. may supply Client, make available to Client, or that Client could obtain after the initial copy of the Product, and as such said items are not accompanied by a separate license agreement or terms of use.

BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THIS PRODUCT, CLIENT AGREES TO BE LEGALLY BOUND BY THE HEREIN CONTAINED TERMS OF THIS LICENSE AGREEMENT. IF CLIENT DOES NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, CLIENT SHALL HAVE NO RIGHTS TO THE PRODUCT AND SHALL NOT INSTALL, COPY, DOWNLOAD, ACCESS, OR USE THE PRODUCT.

The Product is protected by copyright laws, as well as any other intellectual property laws. This Product is licensed and not otherwise sold.

LICENSE GRANT

Huber & Associates, Inc. shall grant to Client a non-exclusive license for the use and installation of the Product subject to all the terms and conditions set forth herein. Furthermore, this EULA shall also govern any and all software upgrades provided by Huber & Associates, Inc. that would replace, overwrite, and/or supplement the originally installed version of the Product, unless covered under a separate license, at which time the terms of that license will govern.

TERMINATION

Should Client breach this EULA at any time, Huber & Associates, Inc. shall provide written notice to Client that identifies the breach and provides a reasonable opportunity for Client to cure the breach. If Client fails to cure the breach within the period specified in the notice, which shall not be less than ten (10) days, Huber & Associates, Inc. may immediately terminate this EULA upon written notice to Client. However, all provisions of this EULA, except the License Grant, will remain in effect and survive termination. Upon termination of the License Grant, Client **MUST** destroy any and all copies of the Product. Should Client fail to appropriate sufficient funds in each fiscal year to keep this EULA in effect, then this EULA shall terminate upon notice of such non-appropriation to Huber & Associates.

COPYRIGHT

The Product is protected by copyright and other intellectual property laws and treaties, and as such, all rights, title, and interest in and to the content offered, including, but not limited to, any

photographs, images, video animation, text, and music, that may be incorporated as part of the offered content. Such content is also protected by copyright laws and international treaty provisions. Therefore, offered content must be treated as any other copyrighted material, except that Client may make copies as provided by the License. However, printed material, which may accompany offered content, may be copied.

RESTRICTIONS ON USE

As a Licensee, Client may not:

- a) Allow use of the offered content by any user other than licensed users, without prior purchase of additional licenses;
- b) Share, distribute, lend, lease, sublicense or otherwise make available, in any manner whatsoever, the licensed content to any third party whatsoever;
- c) Modify, adapt, create derivative works from, or translate any part of the offered content other than what may be used with Client's work in accordance with this License;
- d) Reverse engineer, decompile, or disassemble the offered content, nor attempt to locate or obtain its source code;
- e) Attempt to alter or remove any trademark, copyright, or other proprietary notice contained within the offered content; or
- f) Use any offered content in any manner not stipulated within this EULA or other documentation accompanying the offered content.
- g) Allow use of the offered content by any of the client's users if applicable Annual Maintenance is not paid to Huber & Associates.

UPDATES

Huber & Associates, Inc. may from time to time make available to all licensees updates for the offered content in accord with the terms and conditions of this EULA. It shall be Huber & Associates, Inc.'s sole discretion to make conditional releases of said updates to Client upon Client's acceptance of another EULA or execution of a separate agreement. Should Client elect to install and use these updates, Client is thereby agreeing to be subject to all applicable licenses, terms, and conditions of this EULA and/or any other applicable agreement.

DISCLAIMER OF WARRANTY

Huber & Associates, Inc., and, if applicable, related suppliers shall provide the Product and any support services, if needed, related to the Product to Client. Huber & Associates, Inc. warrants that the Product will perform, without material defects, the functions described in the Enterpol RMS User Guides provided by Huber & Associates, Inc. to Client. THE WARRANTY SET FORTH IN THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY AND REMEDIES

In spite of any damages that Client may or may not incur for any reason, including, but not limited to, any and all direct or general damages, the entire liability of Huber & Associates, Inc. and/or any of the aforementioned suppliers covered under the provisions of this EULA, Client's exclusive remedy with regards to all of the foregoing, shall hereby be limited to the amount actually paid by Client for this Product. Therefore, the aforementioned limitations, exclusions, and any disclaimers shall apply to the maximum extent allowable by law, even in the event that any proposed remedy should fail its essential purpose.

EXPORT CONTROLS

Client hereby agrees that it will comply with any and all applicable export laws, restrictions, and regulations of the U.S. Department of Commerce, U.S. Department of Treasury, and any other U.S. or foreign agency or authority with regards to this provision of the EULA. Client expressly agrees not to export or re-export, nor to allow the export or re-export of the offered content in violation of any such law, restriction, or regulation, including, but not limited to, export or re-export to any country subject to any and all applicable U.S. trade embargoes or to any prohibited destination in any group specified in the current Supplement No. 1 to Part 740 or the Commerce Control List specified in the current Supplement No. 1 to Part 738 of the U.S. Export Administration Regulations (or any successor supplement or regulations).

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MISCELLANEOUS

This EULA, in its entirety, shall be legally binding upon and inure to the benefit of Huber & Associates, Inc. and Client. Should any of the provisions be deemed invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision contained herein. If there is any waiver of any breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this EULA. Any waiver, supplementation, modification or amendment to any provision of this EULA shall only be effective when done so in writing and signed off by Huber & Associates, Inc. and Client. This EULA shall be governed by the laws of the State of Oklahoma. Should any action arise out of or in relation to this EULA, such action shall be brought exclusively in the appropriate federal or state court having jurisdiction in Wagoner County, Oklahoma. This EULA shall be for an initial term of one (1) year and shall renew automatically for successive periods of one (1) year, subject to appropriation of funds by Client sufficient to keep this EULA in force.

HUBER & ASSOCIATES CONTACT INFORMATION

Brent Christensen
Chief Operating Officer
Huber & Associates, Inc.
1400 Edgewood Drive
Jefferson City, Missouri 65109
573-634-5000
bchristensen@teamhuber.com

APPROVALS

This EULA must be signed by authorized representatives of both parties and is not legally binding until all signatures (hardcopy or electronic) have been obtained. The respective responsibilities of each organizational representative are hereby acknowledged and accepted by:

Client:

Signature and Date

Printed Name and Title

Huber & Associates, Inc.:

Signature and Date

Printed Name and Title



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: Tom E Young Jr, City Planner
Re: Thomas Robert Morton, Norman Blane Morton, Charles Stanley Morton Property, Andrew Talcott and Elizabeth Talcott, and Dash Land Co LLC, 25-foot sanitary sewer line easement Dedication
Date: September 11, 2023

APPLICANT AND REQUEST

Troy Atkins, Manager of Dash Land Co LLC, located at 27907 South State Highway 51, requests the 25-foot sanitary sewer line easements on three properties that abut State Highway 51 for the extension of the City of Coweta sewer line, allowing the Dash Land Co, LLC property access to City sanitary sewer.

FACTS

Resolution 2023-35 is for a 25-foot sanitary sewer line easement on the following:

- Property owned by Thomas Robert Morton, Norman Blane Morton, and Charles Stanley Morton Property; a tract of land located in the Southwest Quarter (SW/4) of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma;
- Property owned by Andrew Talcott and Elizabeth Talcott, husband and wife; a tract of land located in the Southeast Quarter (SE/4) of the NW/4 of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma;
- Property owned by Dash Land Co LLC; a tract of land located in the Southeast Quarter (SE/4) of the NW/4 of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

This easement is to be dedicated to the City of Coweta. The documents and drawings for the sewer line easement have been received and reviewed by the Community Development Department and the City Engineer. The easements are in compliance with the Coweta Design Criteria and Technical Specifications as per the Coweta Subdivision Regulations.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2023-35 accepting the 25-foot sanitary sewer line easements into the City of Coweta public property.

ATTACHMENTS

Resolution 2023-35
Dash Land Co, LLC Easement Approval
Morton Family Easement Approval
Talcott Family Easement Approval

RESOLUTION NO. 2023-35

A RESOLUTION ACCEPTING AS PUBLIC PROPERTY A 25-FOOT SANITARY SEWER LINE EASEMENT LOCATED ON PROPERTY OWNED BY ROBERT MORTON, NORMAN BLANE MORTON, CHARLES STANLEY MORTON, ANDREW TALCOTT AND ELIZABETH TALCOTT, HUSBAND AND WIFE, AND DASH LAND CO LLC, WITHIN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, the surveys and deeds showing utility easement plans for a 25-foot sewer line easement on property owned by Robert Morton, Norman Blane Morton, and Charles Stanley Morton, on property owned by Andrew Talcott and Elizabeth Talcott, husband and wife, and on property owned by Dash Land Co LLC, and as described in the legal descriptions on those documents (attached as Exhibit A, Exhibit B and Exhibit C, respectively) were received by the City of Coweta; and,

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

THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta that the utility easement on property owned by Robert Morton, Norman Blane Morton, and Charles Stanley Morton, on property owned by Andrew Talcott and Elizabeth Talcott, husband and wife, and on property owned by Dash Land Co LLC, is formally accepted by the City of Coweta as public property.

This Resolution is approved in an open meeting by the City Council of the City of Coweta on this 11th day of September 2023.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Jeff Stephens, City Attorney

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Robert Morton, Norman Blane Morton and Charles Stanley Morton for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF COWETA, a municipal corporation, its successors and assigns, a permanent easement over the following described property located in the City of Coweta, Wagoner County, Oklahoma, to-wit:

A strip of land located in City of Coweta, Wagoner County, State of Oklahoma, described as follows:

THE CENTERLINE OF A 25 FOOT UTILITY EASEMENT:

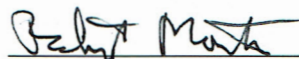
A STRIP OR PARCEL OF LAND LOCATED IN LOT 8, BLOCK 4, SKYVIEW ADDITION, SECTION 1, T-17-N, R-15-E OF THE IB&M, WAGONER COUNTY STATE OF OKLAHOMA BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE SW1/4 OF SAID SECTION 1; THENCE S88°31'33"W ALONG THE NORTH LINE THEREOF A DISTANCE OF 722.40 FEET TO THE POINT OF BEGINNING; THENCE S29°46'33"E AND PARALLEL TO THE EXISTING STATE HIGHWAY #51 RIGHT-OF-WAY LINE A DISTANCE OF 197.95 FEET TO THE SOUTH LINE OF SAID LOT 8. THE SIDELINES HEREOF ARE SHORTENED OR ELONGATED TO CONFORM TO THE GRANTORS PROPERTY LINES.

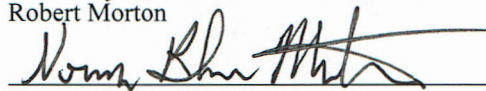
for the purposes of permitting the construction and maintenance of any and all sanitary sewer lines thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; operators of the above-mentioned sanitary sewer lines, their officers, agents, employees, and/or all persons under contract with them, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, construction, and maintaining such utility, and for terminating such use.

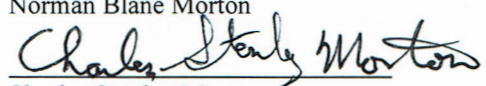
The City of Coweta is hereby given and granted possession of the above described premises for the purpose aforesaid, and the undersigned, for himself/herself, and his/her heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, or above or below ground obstruction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

TO HAVE AND TO HOLD such easement unto the public forever.

Dated this 23rd day of August, 2023


Robert Morton


Norman Blane Morton


Charles Stanley Morton

ACKNOWLEDGMENT

STATE OF } OKLAHOMA
COUNTY OF } WAGONER

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd
day of August, 2023, personally appeared

Robert Morton ; Norman Blane Morton ; Charles Stanley Morton

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

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

{SEAL}



LOISA A. BAILEY
NOTARY PUBLIC
MAYES COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 20010234
EXPIRES 08-21-2024

Loisa A. Bailey
NOTARY PUBLIC

My Commission Expires: 08-21-2024

ACKNOWLEDGMENT

APPROVED this _____ day of _____, 20____.

CITY OF COWETA, OKLAHOMA
a Municipal Corporation

By _____
Naomi Hogue, Mayor
City of Coweta

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Jeff Stephens, City Attorney

[illegible]

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Andrew & Elizabeth Talcott does hereby grant and convey unto the CITY OF COWETA, a municipal corporation, its successors and assigns, a permanent Utility Easement over the following described property located in the City of Coweta, Wagoner County, Oklahoma, to-wit:

A strip of land located in City of Coweta, Wagoner County, State of Oklahoma, described as follows:

A STRIP OR PARCEL OF LAND LOCATED IN THE NW1/4 OF SECTION 1, T-17-N, R-15-E OF THE IB&M, WAGONER COUNTY STATE OF OKLAHOMA BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NW1/4 OF SAID SECTION 1; THENCE S88°31'33"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 708.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°31'33"W ALONG SAID SOUTH LINE A DISTANCE OF 28.39 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #51; THENCE N29°46'33"W ALONG SAID RIGHT-OF-WAY A DISTANCE 20.83 FEET; THENCE N60°27'47"E A DISTANCE OF 127.81 FEET; THENCE N15°01'21"W A DISTANCE OF 31.76 FEET; THENCE N73°46'16"E A DISTANCE OF 20.00 FEET; THENCE S15°01'21"E A DISTANCE OF 47.66 FEET; THENCE S60°27'47"W A DISTANCE OF 118.21 FEET; THENCE S29°46'33"E AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 14.18 FEET TO THE POINT OF BEGINNING.

for the purposes of permitting the construction and maintenance of any and all sanitary sewer lines thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; operators of the above-mentioned sanitary sewer lines, their officers, agents, employees, and/or all persons under contract with them, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, construction, and maintaining such utility, and for terminating such use.

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

TO HAVE AND TO HOLD such easement unto the public forever.

Dated this 25th day of August, 2023

Name:

Elizabeth Talcott
Andrew Talcott
Elizabeth Talcott

ACKNOWLEDGMENT

STATE OF } OKLAHOMA
COUNTY OF } WAGONER

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th
day of August, 2023, personally appeared

Andrew Talcott and Elizabeth Talcott

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

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

{SEAL} ANGELIKA K. ENGLISH
Notary Public, State of Oklahoma
Commission # 19006843
My Commission Expires 07-10-2027

Angelika K English

NOTARY PUBLIC

My Commission Expires: 07-10-27

ACKNOWLEDGMENT

APPROVED this _____ day of _____, 20____.

CITY OF COWETA, OKLAHOMA
a Municipal Corporation

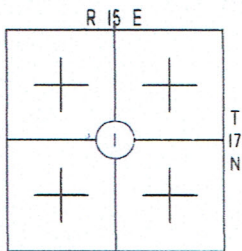
By _____
Naomi Hogue, Mayor
City of Coweta

ATTEST:

Julie Casteen, City Clerk

APPROVED:

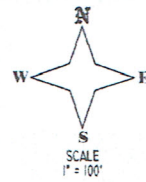
Jeff Stephens, City Attorney



Location Map
WAGONER County, Oklahoma

HASKELL D. SAUNDERS

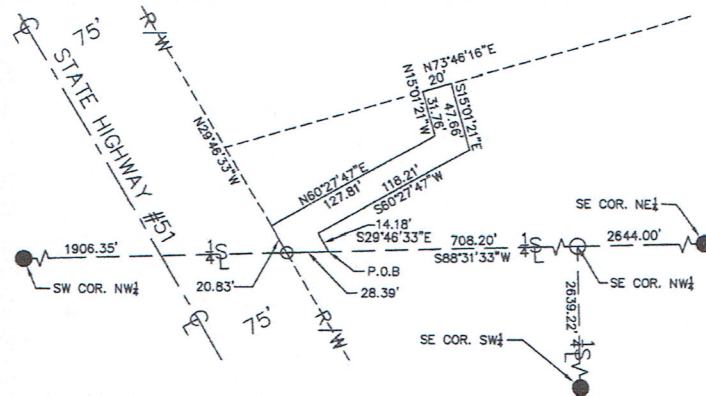
1553 E. HWY #62
FT. GIBSON OK. 74434
CELL (918) 360-4449



- Ext. Iron Pin
- Set 1/2" Iron Pin
- W/Cap
- Fence
- - - Break line
- ⊗ Power Pole
- △ Monument
- Stone

A. Talcott EASEMENT FOR SANITARY SEWER

NOTES
BEARINGS ARE BASED ON U.S. STATE PLANE NAD83.



LEGAL

AN EASEMENT FOR SANITARY SEWER:
A STRIP OR PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 1, T-17-N, R-15-E OF THE 18&M, WAGONER COUNTY STATE OF OKLAHOMA BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 1; THENCE S88°31'33"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 708.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°31'33"W ALONG SAID SOUTH LINE A DISTANCE OF 28.39 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #51; THENCE N29°46'33"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 20.83 FEET; THENCE N60°27'47"E A DISTANCE OF 127.81 FEET; THENCE N15°01'21"W A DISTANCE OF 31.76 FEET; THENCE N73°46'16"E A DISTANCE OF 20.00 FEET; THENCE S15°01'21"E A DISTANCE OF 47.66 FEET; THENCE S80°27'47"W A DISTANCE OF 118.21 FEET; THENCE S29°46'33"E AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 14.18 FEET TO THE POINT OF BEGINNING.



WITNESS my hand and seal this 13th day of August 2023

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LAST VISIT: 06/16/23

Haskell D. Saunders
Haskell D. Saunders
Oklahoma Registered Land Surveyor
#1486
C.A. #2664

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Dash Land Co., LLC does hereby grant and convey unto the CITY OF COWETA, a municipal corporation, its successors and assigns, a permanent Utility Easement over the following described property located in the City of Coweta, Wagoner County, Oklahoma, to-wit:

A strip of land located in City of Coweta, Wagoner County, State of Oklahoma, described as follows:

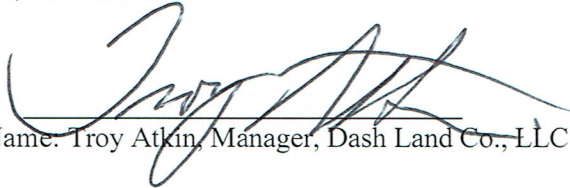
A STRIP OR PARCEL OF LAND LOCATED IN THE NW1/4 OF SECTION 1, T-17-N, R-15-E OF THE IB&M, WAGONER COUNTY STATE OF OKLAHOMA BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NW1/4 OF SAID SECTION 1; THENCE S88°31'33"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 736.60 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #51; THENCE N29°46'33"W ALONG SAID RIGHT-OF-WAY A DISTANCE 83.75 FEET; THENCE N73°46'16"E A DISTANCE OF 139.78 FEET TO THE POINT OF BEGINNING; THENCE N15°01'21"W A DISTANCE OF 48.18 FEET; THENCE N74°58'39"E A DISTANCE OF 20.00 FEET; THENCE S15°01'21"E A DISTANCE OF 47.76 FEET; THENCE S73°46'16"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

for the purposes of permitting the construction and maintenance of any and all sanitary sewer lines thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; operators of the above-mentioned sanitary sewer lines, their officers, agents, employees, and/or all persons under contract with them, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, construction, and maintaining such utility, and for terminating such use.

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

TO HAVE AND TO HOLD such easement unto the public forever.

Dated this 24 day of August, 2023


Name: Troy Atkin, Manager, Dash Land Co., LLC

ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Utah

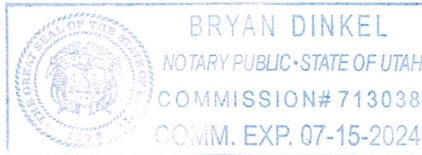
Before me, the undersigned, a Notary Public in and for said County and State, on this 24
day of August, 2023, personally appeared

Troy Atkin and _____

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

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

{SEAL}



[Signature]
NOTARY PUBLIC

My Commission Expires: 7-15-2024

ACKNOWLEDGMENT

APPROVED this _____ day of _____, 20____.

CITY OF COWETA, OKLAHOMA
a Municipal Corporation

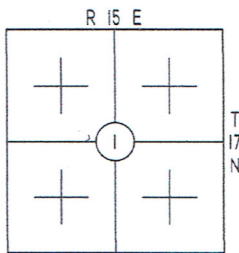
By _____
Naomi Hogue, Mayor
City of Coweta

ATTEST:

Julie Casteen, City Clerk

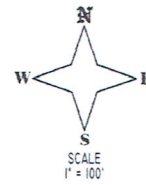
APPROVED:

Jeff Stephens, City Attorney



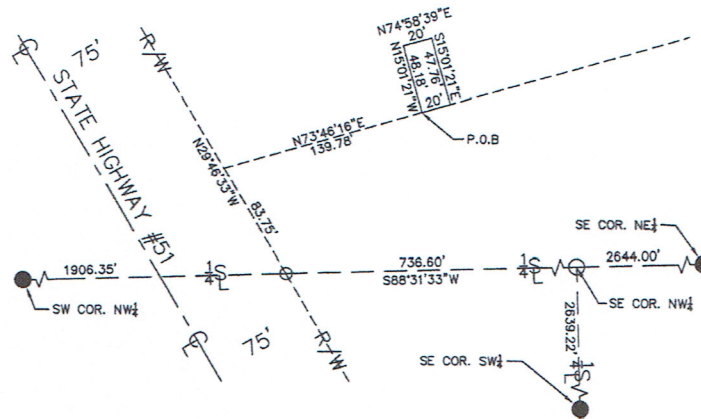
HASKELL D. SAUNDERS

1553 E. HWY #62
FT. GIBSON OK. 74434
CELL (918) 360-4449



- Ext. Iron Pin
- Set 1/2" Iron Pin
- W/Cap
- Fence
- Break line
- ⊗ Power Pole
- △ Monument
- Stone

A. Talcott
EASEMENT FOR SANITARY SEWER
NOTES
BEARINGS ARE BASED ON U.S. STATE PLANE NAD83.



LEGAL

AN EASEMENT FOR SANITARY SEWER:

A STRIP OR PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 1, T-17-N, R-15-E OF THE 18&M, WAGONER COUNTY STATE OF OKLAHOMA BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 1; THENCE S88°31'33"W ALONG THE SOUTH LINE THEREOF A DISTANCE OF 736.60 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #51; THENCE N29°46'33"W ALONG SAID RIGHT-OF-WAY A DISTANCE 83.75 FEET; THENCE N73°46'16"E A DISTANCE OF 139.78 FEET TO THE POINT OF BEGINNING; THENCE N15°01'21"W A DISTANCE OF 48.18 FEET; THENCE N74°58'39"E A DISTANCE OF 20.00 FEET; THENCE S15°01'21"E A DISTANCE OF 47.76 FEET; THENCE S73°46'16"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

WITNESS my hand and seal this 13th day of August 2023

THIS PLAT OF SURVEY MEETS THE
OKLAHOMA MINIMUM STANDARDS
FOR THE PRACTICE OF LAND SURVEYING
AS ADOPTED BY THE OKLAHOMA STATE
BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS.

LAST VISIT: 06/16/23



Haskell D. Saunders
Haskell D. Saunders
Oklahoma Registered Land Surveyor
#1486
C.A. #2664

DRAFTED BY: JAK



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

Mé morandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Resolution 2023-36
Date: 9/11/23

BACKGROUND

Resolution 2023-36 amends the FY 24 budget to accommodate the escrow for, and construction of, the bridge over the creek on the Eufaula Avenue alignment just north of Highway 51. This construction is pursuant to the Eufaula Avenue Bridge Development Agreement with Retail Buildings, Inc..

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 2023-36

ATTACHMENTS

Resolution 2023-36

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2023-36**

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, 2024.

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2023-2024; and

WHEREAS, 11 O.S. Section 17-216 provides that supplemental appropriations may be made from unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget, for revenues received or to be received from sources not anticipated in the budget, or revenues received or to be received from anticipated sources but in excess of the budget amounts therefore; 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 as shown in Exhibit A.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 11th Day of September 2023.

ATTEST:

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

APPROVED AS TO FORM:

Jeff M. Stephens, City Attorney

EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	AMOUNT	ACCOUNT #
Capital Improv. Fund	12-5411.015	Eufaula Bridge	<u>\$450,000.00</u>	Construction	Fund Balance	<u>\$450,000.00</u>	
TOTAL ALL GOVERNMENTAL FUNDS			<u><u>\$450,000.00</u></u>			<u><u>\$450,000.00</u></u>	