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

AGENDA - SPECIAL MEETING

COWETA CITY COUNCIL

COWETA CITY HALL, 310 S. BROADWAY
THURSDAY, DECEMBER 21, 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______

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. ADMINISTRATION

1. VICE MAYOR ELECTION
DISCUSS AND CONSIDER ACTION ON ELECTION OF A VICE MAYOR

2. RESOLUTION 2023-45 ADOPTING BUDGET AMENDMENTS
DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2023-45, 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.

Documents:

231221-STAFF REPORT SUPPLEMENTALS RESO 2023-45.PDF
231221-SUPPLEMENTALS RESO 2023-45-GOVT.PDF

3. COOPERATIVE PURCHASING AGREEMENT

DISCUSS AND CONSIDER ACTION ON THE APPROVAL OF THE TERMS AND CONDITIONS FOR PARTICIPATION IN A COOPERATIVE PURCHASING MEMBERSHIP WITH NATIONAL PURCHASING PARTNERS GOVERNMENT DIVISION (NPPGov) AND APPROVAL OF THE INTERIM CITY MANAGER OR HER DESIGNEE TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COWETA.

Documents:

2023-12-21-NPPGOV NATIONAL PURCHASING COOP.DOCX
231218-TERMS AND CONDITIONS - NPPGOV.PDF

4. ACH ELECTRONIC FUNDS TRANSFERS PROCESSING AGREEMENT WITH FNB COWETA
DISCUSS AND CONSIDER APPROVAL OF AN ACH (AUTOMATED CLEARING HOUSE) ELECTRONIC FUNDS TRANSFERS PORCESSING AGREEMENT BEWTWEEN THE CITY OF COWETA AND FNB COWETA, INCLUDING APPOINTMENT OF AUTHORIZED REPRESTATIVES FOR SIGNATURE PURPOSES, AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT.

Documents:

ACH ORIGINATION AGREEMENT.PDF

5. GRANT CONSULTANT RFQ
DISCUSS AND CONSIDER ACTION ON PUBLISHING A REQUEST FOR QUALIFICATIONS FOR GRANT CONSULTING SERVICES.

Documents:

GRANT CONSULTANT RFQ 2024.PDF

6. ODOT RESOLUTION
DISCUSS AND CONSIDER APPROVAL OF A RESOLUTION RELATED TO THE REPLACEMENT OF A BRIDGE ON SOUTH 289TH EAST AVENUE OVER COWETA CREEK WITH POSSIBLE FINANCIAL ASSISTANCE FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, AS PART OF THE SD CITY BRIDGE PROGRAM.

Documents:

RESOLUTION FOR SD CITY BRIDGE COWETA 38447(04).PDF
SD CITY BRIDGE LETTER COWETA 38447(04) (002).DOCX

7. EASEMENT ACCEPTANCE
DISCUSS AND CONSIDER ACCEPTANCE OF A DRAINAGE EASEMENT FROM BARBARA AND STEVEN WOLFE

Documents:

DRAINAGE EASEMENT AGREEMENT WOLFE.PDF

VI. 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. EXECUTIVE SESSION
DISCUSSION AND APPROPRIATE ACTION RELATED TO A PROPOSED EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

THE PURCHASE OR APPRAISAL OF REAL PROPERTY PURSUANT TO 25 O.S. SECTION 307(B)(3), CONCERNING THE POSSIBLE ACQUISTION OF A UTILITY EASEMENT ON RESTRICTED PROPERTY, AND A POSSIBLE MONETARY OFFER TO OBTAIN SUCH UTILITY EASEMENT.

AND

THE EMPLOYMENT, HIRING, AND APPOINTMENT OF A CITY MANAGER, PURSUANT TO 25 O.S. SECTION 307(B)(1), INCLUDING THE REVIEW AND DISCUSSION OF APPLICATIONS AND RESUMES SUBMITTED, AND DISCUSSION RELATED TO SCHEDULING CANDIDATE INTERVIEWS.

2. LEAVE EXECUTIVE SESSION
   VOTE TO COME OUT OF EXECUTIVE SESSION.

3. EXECUTIVE SESSION ACTION - PROPERTY
   CONSIDERATION AND POSSIBLE ACTION RELATED TO THE DISCUSSIONS HELD IN EXECUTIVE SESSION RELATED TO THE ACQUISITION OF A UTILITY EASEMENT ON RESTRICTED PROPERTY, INCLUDING, BUT NOT LIMITED TO, A POSSIBLE MONETARY OFFER TO OBTAIN SUCH UTILITY EASEMENT.

4. EXECUTIVE SESSION ACTION - PUBLIC OFFICIAL
   CONSIDERATION AND POSSIBLE ACTION RELATED TO THE DISCUSSIONS HELD IN EXECUTIVE SESSION RELATED TO THE EMPLOYMENT, HIRING, AND APPOINTMENT OF A CITY MANAGER, AND SCHEDULING INTERVIEWS OF CANDIDATES.

VII. 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.

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Supplemental Appropriations for Governmental Funds
Date: December 19, 2023

BACKGROUND

The City receives $10.00 from each paid citation that is to be reserved for technology needs related to the municipal court system. As of June 30, 2023, the reserved technology fee fund balance was $29,119, with $6,300 budgeted for use in the FY24 budget toward ERP system fees. An additional $5,175 is needed from the Technology Fee Reserve to fund the maintenance fees for the Digiticket E-ticketing system.

A recent appropriation for the Oklahoma Highway Safety Office (OHSO) public safety grant was made to the wrong fund. Appropriations are needed in the General Fund, with offsetting de-appropriations in the Grants Fund. The Grants Fund is typically used for federal grants.

In addition, the City has received reimbursements from OMAG for the payment of claims made for various repairs needed to vehicles involved in accidents.

The supplemental appropriations needed are detailed in the attached resolution.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2023-45.

ATTACHMENTS:

Resolution 2023-45

CITY OF COWETA, OKLAHOMA
RESOLUTION 2023-45

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, 62 O.S. Section 310.5 provides that all fund balances reserved for unencumbered appropriations for the prior fiscal year on hand at the close of day September 30, may be appropriated by supplemental appropriation for the current fiscal year; and

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

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

SEE ATTACHED EXHIBIT A

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 21st Day of December 2023.

ATTEST:

____
Naomi Hogue, Mayor

____
Marcy Kilgore, City Clerk

APPROVED AS TO FORM:

____
Jeff Stephens, City Attorney

RESOLUTION 2023-45
EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	REVENUE AMOUNT	REVENUE ACCOUNT
General Fund	01-5325.007	Contracted Services	$ 5,175	Use of technology fee reserve for E-ticket maintenance fees	Reserved Fund Balance	$5,175		
	01-5103.007	Overtime	10,000	OHSO Grant	OHSO Grant		10,000	01-04.03.31
	01-5204.007	Minor Tools & Equip	5,000	OHSO Grant	OHSO Grant		5,000	01-04.03.31
	01-5305.007	Travel & Training	2,200	OHSO Grant	OHSO Grant		2,200	01-04.03.31
	01-5310.007	Maintenance - Vehicles & Equipment	7,183	Insurance Claim reimbursement	Insurance Claims		7,183	01-04.03.39
	01-5310.009	Maintenance - Vehicles & Equipment	3,172	Insurance Claim reimbursement	Insurance Claims		3,172	01-04.03.39
	01-5310.015	Maintenance - Vehicles & Equipment	2,894	Insurance Claim reimbursement	Insurance Claims		2,894	01-04.03.39
		Total General Fund	**$ 35,624**			**$ 5,175**	**$ 30,449**	

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: NPPGov Cooperative Purchasing Membership
Date: December 18, 2023

BACKGROUND

Cooperative purchasing for local governments is authorized by 61 O.S. §139. These agreements allow local governments to leverage volume purchasing for goods and services based upon the competitive bidding processes used by other local governments or purchasing cooperatives. National Purchasing Partners Government Division, known as NPPGov, has among its offered contracts training solutions for public safety personnel. There is no cost to the City to obtain membership with this purchasing cooperative.

STAFF RECOMMENDATION

Staff recommends authorization for the Interim City Manager to join the National Purchasing Partners Government Division (NPPGov) Purchasing Cooperative.

ATTACHMENTS

Terms and Conditions of use of the National Purchasing Partners Government Division (NPPGov) Purchasing Cooperative.

Terms and Conditions

Terms and Conditions for Government and Non-Profit Entities

You are registering for membership with National Purchasing Partners Government Division, also doing business as Public Safety GPO, Law Enforcement GPO, First Responders GPO, EMS GPO, and NPPGov (all collectively referred to hereinafter as “NPPGov”). NPPGov grants organizations and their employees/volunteers access to vendor contracts at no cost or obligation. When using NPPGov or its assigned administrator services (“services”) you agree to the terms and conditions listed on this page (the “Terms of Use”). If you utilize any NPPGov services or visit the NPPGov website, you accept these Terms of Use. In addition, the use of any NPPGov services, whether or not included in our website, will subject the user to the NPPGov Terms of Use, as may be amended from time to time.

Privacy

To understand NPPGov practices, please review the privacy policy that governs your visit to the NPPGov website and use of NPPGov services. A complete statement of our privacy policy can be found on the NPPGov privacy page.

Trademarks

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Your Account

You are responsible for maintaining the confidentiality and security of your account number and password. You agree to accept responsibility and liability for all activities that occur under your account or password whether lawful or unlawful. You are also solely responsible for all uses of your account and password, whether or not actually or expressly authorized by you. NPPGov reserves the right to refuse service, terminate membership, or remove or edit content at its sole discretion. One or more violations of the Terms of Use may result in immediate cancellation of your membership.

In order to ensure that NPPGov provides high quality services that are responsive to your needs, you agree to allow NPPGov employees to access your account and records on a case-by-case basis to investigate complaints. NPPGov will not disclose the existence or occurrence of such an investigation unless required by law.

Limited Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL OPERATOR OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM USE OF THE SITE. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Operator may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Operator’s liability shall be the minimum permitted under such applicable law.

Disclaimer

The legal information provided on this website is designed for general information only. The legal information presented at this website should not be construed to be formal legal advice or the formation of an attorney/client relationship. Persons accessing this website are encouraged to seek independent counsel for advice regarding the applicability and compatibility of state laws and local ordinances. The legal information contained in this website is a general summary of legal issues applicable to public agency procurement and is intended for the purpose of familiarization only. All of the information is subject to changes in the applicable laws. The information cannot be used as a substitute for professional advice. Before taking any action based on the information, you should obtain the advice of a qualified attorney who can provide you with current and specific information about your particular circumstances. Some links within this website may lead to other sites. NPPGov does not necessarily sponsor, endorse or otherwise approve of the materials appearing in such sites. NPPGov makes no warranties, express or implied, concerning the accuracy or completeness of the information contained in its web site concerning specific vendor offerings.
NPPGov vendors may provide links to other websites or resources. Because NPPGov has no control over such sites and resources, member acknowledges and agrees that NPPGov is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Member further acknowledges and agrees that NPPGov shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
All Vendor offers are for a limited time only and are subject to Products or Services availability. NPPGov Vendors reserve the right to change or modify all offers at any time without notice. All terms and conditions are subject to and governed by the Vendors' Agreements with Customer including, but not limited to, Customer eligibility requirements. Every effort is made to ensure the accuracy of the Vendor offers, however, NPPGov's Vendors are not responsible for any errors or omissions.

Compliance with Safe Harbor Regulations

Member acknowledges that the Vendor(s) from which the Member may purchase goods or services through a publicly solicited contract will pay a fee to NPPGov of 3 percent or less of the purchase price of the goods or services provided by that Vendor.

Modification and Severability

NPPGov reserves the right to make changes to its site and policies at any time. If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Individual Consumer Usage – Government and Non-Profit Entities are not subject to the following Individual Consumer Usage Terms and Conditions
Employees and volunteers utilizing the website individually and not on behalf of a government entity are also subject to the following additional Terms and Conditions:

A. Indemnification
You agree to indemnify, defend and hold harmless the other, its affiliates, officers, directors, volunteers, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of NPP and NPPGov services, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity, except to the extent any third party claims, liability, damages and /or costs (including, but not limited to, attorneys fees) are claimed by you to have been caused by NPP, NPPGov, its affiliates, officers, directors, employees, consultants or agents, in which case NPP or NPPGov will indemnify, defend and hold harmless you, your affiliates, officers, directors, employees, consultants and agents. Some jurisdictions restrict the scope of indemnification clauses. Accordingly, some of the above indemnification clauses may not apply to you. To the extent you may not, as a matter of applicable law, disclaim all indemnification clauses, the scope, limit and duration of your indemnification described above shall be the maximum permitted under such applicable law. The Terms of Use will inure to the benefit of NPP's and NPPGov's successors, assigns and licensees.
B. Applicable Law
These Terms of Use will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflict of laws or your actual state or country of residence.

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Terms and Conditions (https://nppgov.com/terms-and-conditions/) Privacy Policy (https://nppgov.com/privacy-policy/)

ODFI/Originator Sample Shell Agreement

COMPANY INFORMATION AND STATEMENT

Company: CITY OF COWETA
(hereafter referred to as "Company")

Tax Payer ID: 73-0721492

Approved Exposure Limit(s): Schedule [F]

Approved SEC Code(s): PPD

This Agreement is made this 16TH day of OCTOBER, 2023, by and between Company and FNB COWETA ("Financial Institution").

RECITALS

A. Company wishes to initiate credit and debit Entries pursuant to the terms of this Agreement and the *NACHA Operating Rules and Guidelines* (the "*Rules*"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Company may only initiate ACH Entries for the approved Standard Entry Class (SEC) codes set forth above under Approved SEC Code(s), or such other SEC codes as may be approved by Financial Institution.

B. Unless otherwise defined herein, capitalized terms have the meanings provided in the *Rules*. The term "Entry" has the meaning provided in the *Rules* and also means the data received from Company from which Financial Institution prepares Entries.

AGREEMENT

1. *NACHA Operating Rules and Guidelines*. Company has access to a copy of the *Rules*, acknowledges receipt of a copy, or may purchase a copy if it so desires. Company agrees to comply with and be bound by the *Rules*. If Company violates any of the applicable *Rules* and NACHA imposes a fine on Financial Institution because of Company's violation, Financial Institution may charge the fine to Company. Financial Institution will notify Company of any changes to the *Rules*.

2. *U.S. Law*. It is the responsibility of Company to ensure that Company's origination of ACH transactions complies with U.S. law.

3. *Governing Law*. This Agreement will be construed in accordance with and governed by the laws of the State of NEW YORK.

4. *Security Procedures*.

   (a) Company and Financial Institution will comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by Company to

Financial Institution. Company acknowledges that those security procedures are commercially reasonable and the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Financial Institution and Company for the detection of any such error.

(b) Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides commercially reasonable encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Schedule [A] outlines additional requirements.

Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures detailed in Schedule [A]. If Company suspects that any such information or instructions are accessed by unauthorized persons, Company will notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

5. *Processing and Settlement by Financial Institution.*

(a) Except as provided in Section 4, Financial Institution will (i) process Entries received from Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle Entries as provided in the *Rules*.

(b) Financial Institution will transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] same business day, one business day, or two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least _2_ days after such business day, and (iii) the ACH Operator is open for business on such business day (e.g. excluding Federal holidays). For purposes of this Agreement, Entries will be deemed received by Financial Institution, in the case of hand-delivered files, when received by Financial Institution at the location set forth in Schedule [A], and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [A].

(c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, Financial Institution will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

6. *On-Us Entries*. Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5(b) are met. If any of those requirements are not met, Financial Institution will use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

7. *Suspension and Rejection of Entries*. Financial Institution will suspend processing of or reject any Entry which does not comply with the requirements of Section 19 or Section 4, or which contains an Effective Entry Date more than _2_ days after the business day such Entry is received by Financial Institution. Financial Institution has the right to suspend processing of or reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. Financial Institution has the right to suspend processing of or reject any Entry if Company has failed to comply with its account balance obligations under Section 13. Financial Institution will notify Company by phone or electronic transmission of such suspension or rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Financial Institution will have no liability to Company by reason of the suspension or rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

   If any Entries are rejected by the ACH Operator for any reason, it is the responsibility of Company to remake such Entries. Should the file be rejected due to an error caused by Financial Institution, Financial Institution is responsible for remaking the file. In such a case, Company will supply sufficient information, as required in Section 26, to allow Financial Institution to recreate the entries for up to five (5) business days after midnight of the Settlement Date.

8. *Cancellation or Amendment by Company*. Company has no right to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution will use reasonable efforts to act on a request by Company to cancel an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. Company will reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

9. *Notice of Returned Entries*. Financial Institution will promptly notify Company by phone or electronic transmission of the receipt of a returned Entry from the ACH Operator.

10. *Notifications of Change*. Financial Institution will notify Company by mail, fax, or electronic transmission of all Notifications of Change received by Financial Institution related to Company's Entries no later than two (2) banking days after receipt thereof. Company will ensure that changes requested by Notifications of Change for recurring payments are made within six (6) banking days of Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later. If Company fails to correct the Entry, NACHA may impose fines that may be debited from Company's account.

11. *Reinitiation of Entries*. Company may not reinitiate Entries except as prescribed by the *Rules*.

12. *Payment by Company for Entries; Payment by ODFI for Entries*.

    (a) Company will pay Financial Institution the amount of each *credit* Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the settlement date with respect to such credit Entry as Financial Institution, at its discretion, may determine.

    (b) Company will pay Financial Institution the amount of each *debit* Entry returned by a Receiving Depository Financial Institution ("RDFI") pursuant to this Agreement.

(c) Financial Institution will pay Company the amount of each *debit* Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the settlement date with respect to such debit Entry as Financial Institution, at its discretion, may determine.

(d) Financial Institution will promptly pay Company the amount of each *credit* Entry returned by a RDFI pursuant to this Agreement.

13. *The Account.* Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in the attached Schedule [C] (each, an "Account"), and will credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit will be made as of the day of such receipt by Financial Institution. Company will at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. If there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

    Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution information pertaining to Company's financial condition. Financial Institution reserves the right to pull a credit report at any time to evaluate Company's ongoing financial condition.

14. *Account Reconciliation and Periodic Statement.* The periodic statement issued by Financial Institution for Company's Account will reflect Entries credited and debited to Company's Account. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Financial Institution within _30_ day(s) of receipt of a periodic statement, Company agrees that Financial Institution will not be liable for any other losses resulting from Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution within _60_ days of receipt of a periodic statement, Company will be precluded from asserting such discrepancy against Financial Institution.

15. *Company Representations and Agreements; Indemnity.* Company agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Entries set forth in this Agreement, (d) Company will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company will be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision of the *Rules* that makes payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Company will not be deemed to have paid the Receiver.

Company will indemnify Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

16. *Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.*

(a) Financial Institution is responsible only for performing the services expressly provided for in this Agreement, and is liable only for its negligence in performing those services. Financial Institution is not responsible for Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation to the return of an Entry by such Receiver or RDFIs), and no such person will be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Financial Institution is responsible for, any act of omission by Company or any other person described in this Section.

(b) Financial Institution is only liable for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event will Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Financial Institution is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution is excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Financial Institution's liability for loss of interest resulting from its error or delay will be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.

17. *Compliance with Security Procedures.*

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company will be obligated to pay Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, whether or not Financial Institution acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, Financial Institution will be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

18. *Inconsistency of Name and Account Number*. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

19. *Transmittal of Entries by Company*. Company will transmit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [A], as we update it from time to time.

20. *Exposure Limits*. Company's ability or originate Entries under this Agreement is subject to ACH exposure limits in accordance with the *Rules*. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution must comply with limits set forth in the attached Schedule [F].

21. *Reporting Requirement*. Financial Institution will provide reporting information to NACHA regarding Company if Company's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as required by the *Rules*.

22. *Specific Entry Types*. The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as ODFI with respect to certain Entry types. As a result, Financial Institution must obtain additional agreements and representations from Company with respect to those Entry types. Those additional agreement and representations are set forth for each Entry type below. If Company sends any of the Entry types below, it automatically makes the additional agreements and representations that are set forth for that Entry type below.

(a) <u>Prearranged Payment and Deposit Entry (PPD)</u>.

Assumption of ODFI Warranties. Company warrants to Financial Institution that Company makes the warranties and assumes the liabilities of Financial Institution under the PPD Rules, including Company:

(i) Will obtain Authorization for PPD Entries in accordance with the *Rules* and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Company will, upon request within _5_ business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries.

(ii) Will not send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.

(iii) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.

(iv) Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

23. *Payment for Services*. Company will pay Financial Institution the charges for the services provided for in this Agreement and as set forth in Schedule [D]. Financial Institution will provide Company written notification of changes in fees and services _30_ calendar days prior to such changes going into effect. Such charges do not include, and Company will be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for in this Agreement, and any fees or charges provided for in this Agreement between Financial Institution and Company with respect to the Account.

24. *Amendments.* From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments will become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

25. *Notices and Instructions.*

(a) Except as otherwise expressly provided herein, Financial Institution is not required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been received from an Authorized Representative. The names and signatures of Authorized Representatives are set forth in Schedule [E] attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice will be effective on the _1st_ business day following the day of Financial Institution's receipt.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement must be delivered or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice will be deemed given when received by:

If to Financial Institution:

Attention: Cara Calvert, FNB Coweta

Address: P.O. Box 600

City, State, Zip: Coweta, Ok 74429

E-mail: ccalvert@fnbcoweta.com

And, if to Company:

Attention: Marcy Kilgore, City of Coweta

Address: P.O. Box 850

City, State, Zip: Coweta, Ok 74429

E-mail: mkilgore@cityofcoweta-ok.gov

26. *Data Retention.* Company will retain data on file adequate to permit remaking of Entries for 7 days following the date of the transmittal by Financial Institution as provided here, and will provide such data to Financial Institution upon its request.

27. *Third Parties.* Company will enter into a contract with, and assume full liability for any action made by, any third-party processor used by Company to initiate Entries on its behalf. Company will notify Financial Institution of the use of any third-party.

28. *Obligations of a Third-Party Sender.* The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as Company's ODFI with respect to Entries Company sends as a Third-Party Sender. If Company sends Financial Institution any Entries as a Third-Party Sender, Company automatically makes the additional agreements and representations to Financial Institution that are contemplated by the *Rules*.

29. *Reversing Entries.* Company will notify the Receiver of the reversing Entry and reason no later than the Settlement Date of the reversing Entry. This notification may be made by Company's method of choice (fax, telephone, etc.).

30. *Audit.* Financial Institution has the right to audit Company's compliance with the *Rules*, U.S. law, and Financial Institution policies. Company will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.

31. *Termination.* Either party may terminate this Agreement upon ten (10) days' written notice to the other party. In addition, Financial Institution may terminate this Agreement or suspend Company's use of the ACH origination service under this Agreement immediately and without giving Company prior written notice if Company has breached the *Rules*, any entry Company transmits to Financial Institution or any of Company's acts or omissions might cause Financial Institution to breach the *Rules* or any representations or warranties Financial Institution makes under the *Rules*, or Financial Institution believes termination or suspension is necessary for Financial Institution to comply with the *Rules.* Any termination or suspension of this Agreement will not affect

any of Financial Institution's rights or Company's obligations with respect to Entries transmitted prior to such termination or suspension, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination or suspension.

32. *Cooperation in Loss Recovery Efforts.* In the event of any damages for which Financial Institution or Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.

33. *Entire Agreement.* This Agreement, including the Schedules attached hereto, together with the Account Agreement, is the complete and exclusive statement of the Agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement will govern. If performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution will incur no liability to Company as a result of such violation or amendment.

34. *Non-Assignment.* Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

35. *Waiver.* Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver will not affect Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.

36. *Binding Agreement; Benefit.* This Agreement is binding upon and benefits the parties to this Agreement and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person has any right against Financial Institution or Company under this Agreement.

37. *Severability.* If any provision of this Agreement is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

This is a sample document.
All legal agreements should be reviewed by legal counsel before implementation.

Schedule [E]
ACH Authorized Signature Form

All ACH transaction files/listings must be delivered with a transmittal document with authorized signature(s).

Date: 10-16-2023

Company: CITY OF COWETA

Company ID Number: 73-0721492

Account Number: 9841134, 9841180, 9818474, 9818344, 9803692

The signatures below are the signatures of employees vested by Company's Board of Directors with full authority to sign transmittal registers used in conjunction with the origination of ACH files. Such employees are referred to in the Agreement as "Authorized Representatives."

Number of signatures required to submit a transaction file for processing: 1

Printed Name	Signature
1. Marcy Kilgore	M. Kilgore
2. Julie Casteen	Julie Casteen
3. Samantha Dobbins	Samantha Dobbins
4.	
5.	
6.	

M. Kilgore
Authorized Signature

City Clerk/Treasurer
Title

WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

________________________	________________________
Company	Financial Institution
________________________	________________________
Signed By	Signed By
________________________	________________________
Printed/Typed Name	Printed/Typed Name
________________________	________________________
Title	Title

Schedule (A)
Security Procedures and ACH File Delivery

All ACH files must be formatted according to the *Rules* or other pre-approved format; transmission specifications will be established by Financial Institution.

Security Procedures

(a) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication is deemed to have been signed by such person.

(b) Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized Representative of Company or the authenticity of any instruction, direction or information provided.

(c) Financial Institution may, but is under no obligation to, hold suspicious files or files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the *Rules,* or for other reasons. Such files will require authorization by an Authorized Representative of Company before transmission to the ACH Operator.

ACH File Delivery

ACH File transmissions made over an unsecured electronic network must use at least the minimum level of encryption required by the *Rules*.

a. **Internet Banking/ACH Transmission:** Company's Authorized Representative will access Internet Banking by utilizing prearranged log-on procedures and additional verification processes, including, but not limited to, use of security questions and answers, internet browser "cookies," and one-time password devices (e.g. tokens).

b. **Secure File Upload:** File transmission through Financial Institution secure File delivery method is available. Company's Authorized Representative will access Financial Institution's ACH secure File delivery utilizing prearranged logon procedures.

c. **Hand delivered Files or Files by courier:** Files may be hand delivered to the following location only if electronic methods above are not available. Each hand delivered File must be accompanied by a transmittal register, signed by an Authorized Representative as set forth in Schedule [E].

File Location: FNB Coweta Operations Center
106 S Broadway
Coweta, Ok 74429
918-486-6561

Financial Institution will anticipate the receipt of an ACH File Transmission from Company on each scheduled processing date identified by Company in writing and agreed to by Financial Institution. Company is responsible for ensuring that Financial Institution receives the Transmission on each processing date indicated in the processing schedule. Company's Authorized Representative will notify Financial Institution if a Transmission will not take place on the prearranged scheduled processing date.

Transmission totals will be provided to Financial Institution for File verification. In the event of a discrepancy, Financial Institution will contact Company's Authorized Representative.

Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Company's personal computer. Company is solely responsible for access to ACH Protected Information maintained by Company.

Schedule [B]
ODFI Processing Schedule

Debit File Transactions

Deadline	Day of Delivery
12:00 p.m.	2 Business Days Prior to Effective Entry Date

Credit File Transactions

Deadline	Day of Delivery
12:00 p.m.	2 Business Days Prior to Effective Entry Date

Schedule [C]
Account Agreement

This schedule identifies Company Account(s) to which settlement should be applied for origination of Entries or settlement of return Entries.

Account Name	Account Number and type
Payroll	9841136
Disbursements	9841180
PWA	9818476
Ambulance	9818344
Meter	9803692

Schedule [D]
ODFI Fee Schedule

One-time Fees

Set Up Fee	$ N/C

Regular Monthly Fees

Debit Items Originated	$ N/C
Reversing/Correcting Debit Items Originated	$ N/C
Premium Debits Originated	$ N/C
Credit Items Originated	$ N/C
Reversing/Correcting Credit Items Originated	$ N/C
Premium Credits Originated	$ N/C
Per File Origination Fee	$ N/C
Prenote Items Originated	$ N/C
Addenda Records Originated	$ N/C
Return Items Received	$ N/C
Unauthorized Entry Fee Return Items Received	$ N/C
Notifications of Change Received	$ N/C
Minimum Monthly Fee	$ N/C

Schedule [F]
Exposure Limit Disclosure

Credit Origination

Maximum File Amount	160,000.00
Maximum Entry Amount	________
Maximum Frequency	Bi-Weekly

Debit Origination

Maximum File Amount	40,000.00
Maximum Entry Amount	________
Maximum Frequency	Bi-Weekly

Overall

Maximum Aggregate Credit Amount	160,000.00
Maximum Aggregate Debit Amount	40,000.00
Frequency	Bi-Weekly

Notes:
If the ODFI sets limits based upon possible compensating balances, such should be defined in this Schedule. Additionally, the ODFI may note the frequency for limit review or Company procedures required for unscheduled limit reviews for increasing established limits.

REQUEST FOR QUALIFICATIONS (RFQ)

GRANTS CONSULTING SERVICES

Response due date: Friday, January 12, 2024

INTRODUCTION

The City of Coweta will accept statements of qualifications from qualified individuals or firms (Vendor) to provide grant writing services. The City of Coweta hopes to identify and select an experienced professional grant writing Vendor with a proven track record of researching, developing, writing, preparing, and submitting successful grant proposals for federal, state, local and government grants and private foundation grants.

Proposals shall be submitted by Vendors that are capable and can demonstrate proven backgrounds in the type of work described in the Scope of Work of this notice. In addition, all interested Vendors shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings.

BACKGROUND

The City of Coweta does not currently employ grant consultant services. The intent of this RFQ is to hire a Vendor who can provide grant writing services for municipal infrastructure projects, public safety needs, etc.

Scope of grants may include:

- Upgrades and repairs to civil and environmental infrastructure
- Acquisition, improvement and programming of public open space
- Economic and community development
- Public Art and arts-based programs
- Repair and preservation of publicly-owned historic properties
- Upgrades to transportation network, including pedestrian and bikeway improvements

MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Vendor must demonstrate that it has sufficient qualifications, resources and experience to provide the services under this solicitation. Any respondent that fails to meet the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

- Vendor shall have a minimum of 5 years of experience in grant writing for municipal community and economic development projects.

PROPOSAL REQUIRMENTS

Responses to this solicitation must be submitted to the individual cited below, on or before Friday, January 12, 2024 at 3:00 p.m. Please include one (1) original and three (3) copies of your proposal. **Submissions via email will not be accepted.**

City of Coweta
Attn: City Clerk
P.O. Box 850, Coweta, OK 74429

Should you have any questions regarding this Request for Qualifications, you may contact Lisa Taylor at ltaylor@cityofcoweta-ok.gov . Responses to any questions will be provided to all entities receiving a copy of the request for proposals.

GUIDELINES FOR PROPOSAL PREPARATION

Award of the contract resulting from this RFQ will be based upon the most responsive Vendor whose offer will be the most advantageous to the City of Coweta in terms of cost, functionality, and other factors as specified elsewhere in this RFQ. The City of Coweta is desiring to enter in to an agreement with one vendor who can perform all functions requested within this RFQ.

The City of Coweta reserves the right to:

- Reject any or all offers and discontinue this RFQ process without obligation or liability to any potential vendor,
- Accept other than the lowest priced offer if certain factors are met that prove to be advantageous to the City of Coweta.

DETAILED RESPONSE REQUIREMENTS

At a minimum, the submitted proposals must include each of the following sections:

1. Executive Summary
2. Scope and Approach
3. Dedicated Team
4. References

The detailed requirements for each of the above-mentioned sections are outlined herein.

Executive Summary

This section will present a high-level synopsis of the Vendor’s responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work.

Scope and Approach

Include detailed information and technical expertise by phase. This section should include a description of each major type of work being requested of the Vendor. The proposal should reflect each of the requirements listed in the Scope of Work Section of this RFP.

Dedicated Team

Include information about the team that will be assigned to work for and interact with City of Coweta officials.

References

Provide five current references for communities in which you have performed similar work. At a minimum, three of the references must represent work conducted within the previous two years.

SCOPE OF WORK

The scope of work set forth in this Request for Qualifications represents an outline of the services which the City of Coweta anticipates the successful Vendor to perform, and is presented for the primary purpose of allowing the City of Coweta to compare qualifications. The precise scope of services to be incorporated into the Professional Services Agreement shall be negotiated between City of Coweta and the successful Vendor.

Under the direction of City of Coweta officials, awarded Vendor shall provide services as specified below:

- Conduct and facilitate an annual onsite needs assessment and review and develop a plan(s) to identify funding sources for Coweta's objectives for the year. Coordinate with Coweta officials, relevant Coweta City departments, and other local team members as identified by the City of Coweta, to determine if current or planned activities may be eligible for grants.
- Research and identify potential funding sources, public grants, private foundation grants and possible local and corporate sponsorships. Research shall include a presentation of all grant requirements and criteria; matching fund requirements; reporting requirements and terms and conditions of potential grant opportunities.
- Conduct and facilitate responses to all grant proposals, on behalf of Coweta, or various Coweta City departments, including narratives and other writing services, statistical gathering, letters of support, budgets and final submissions.
- Prepare written summaries of all grant reporting requirements, criteria, obligations, matching fund requirements, terms and conditions, deadlines and evaluation criteria prior to submission.
- Preparations and review of grant reports and applications as requested by City of Coweta.
- Coordinate with City of Coweta officials to obtain relevant technical details and information required to accurately and effectively generate subject-specific grant content.

RESOLUTION NO. ______

BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF COWETA OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of COWETA (Sponsor) to execute that certain Project for the Bridge Formula Program for BFP: CITY BRIDGE IN COWETA OVER COWETA CREEK ON S 289TH EAST AVE 0.3 MI S OF E 151ST ST SOUTH NBI 01273, Project Number J3-8447(004)CB, State Job Piece Number 38447(04), by and between the City of COWETA and the Oklahoma Department of Transportation (the Department), and

WHEREAS, the Sponsor agrees to work with the Department to replace NBI 01273, that the Sponsor agrees to assist the Department in meeting all federal requirements, and that the Sponsor maintains maintenance responsibility for the bridge,

NOW, THEREFORE, it is hereby resolved that the City of COWETA is hereby authorized to execute the above described project on behalf of the City of COWETA, and duly signed by the City Council on this _____ day of ___________________, _________.

APPROVED AS TO FORM
AND LEGALITY

By:_____________________________
City Attorney

By: ___________________________
Mayor

By:______________________________
Attest: City Clerk

____
(SEAL): Approved – The City of COWETA

Local Government Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

November 20, 2023

Mayor/City Manager
310 S Broadway
Coweta, OK 74429

Dear City Official,

Through the latest federal legislation, IIJA-BIL and the Bridge Formula Program, funds were made available to every state to assist in improving bridge conditions as part of the transportation infrastructure. This funding is available for improving not only highway bridges, but also city and county owned structures.

With intentionality, ODOT has made great strides in addressing Structurally Deficient bridges on the state highway system, moving Oklahoma from number 49 in the nation for worst highway bridges to number 5, however, there are still over 1700 SD bridges on the city and county system. In an effort to reduce the number of structurally deficient bridges in our state, ODOT is making funding available to address as many structurally deficient bridges that funding will permit.

As part of this funding, ODOT has established the SD City Bridge Program with the goal of providing financial assistance to replace or rehabilitate SD bridges on the city system. ODOT is considering funding for the following bridge(s).

NBI 00960 – located on S 289TH EAST AVE OVER COWETA CREEK

Please contact myself, or Melissa Davis, ODOT Local Government Division with any questions. Melissa Davis can be reached at medavis@odot.org.

Thank you for your consideration and willingness to partner in this endeavor.

Matt Mitchell, PE
ODOT Local Government Division
mmitchell@odot.org
405-436-5173

EXHIBIT "A"
DRAINAGE EASEMENT
PART OF THE NW/4 IN SEC. 18-T17N-R16E
CITY OF COWETA, WAGONER COUNTY, OKLAHOMA

A strip of land being a part of Block 18, NEW COWETA to the City of Coweta, Wagoner County, State of Oklahoma being more particularly described as follows:

BEGINNING at the southwest corner of said Block 18;

THENCE North, along the west line of said Block 18, a distance of 56.45 feet;

THENCE East, perpendicular to said west line, a distance of 5.00 feet;

THENCE South, parallel with and 5.00 feet east of said west line, a distance of 31.46 feet;

THENCE Southeast a distance of 19.61 feet;

THENCE East, parallel with and 8.00 feet north of the south line of said Block 18, a distance of 52.29 feet;

THENCE South, perpendicular to said south line, a distance of 8.00 feet;

THENCE West, along said south line, a distance of 67.09 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 862 square feet or 0.0198 acres, more or less.

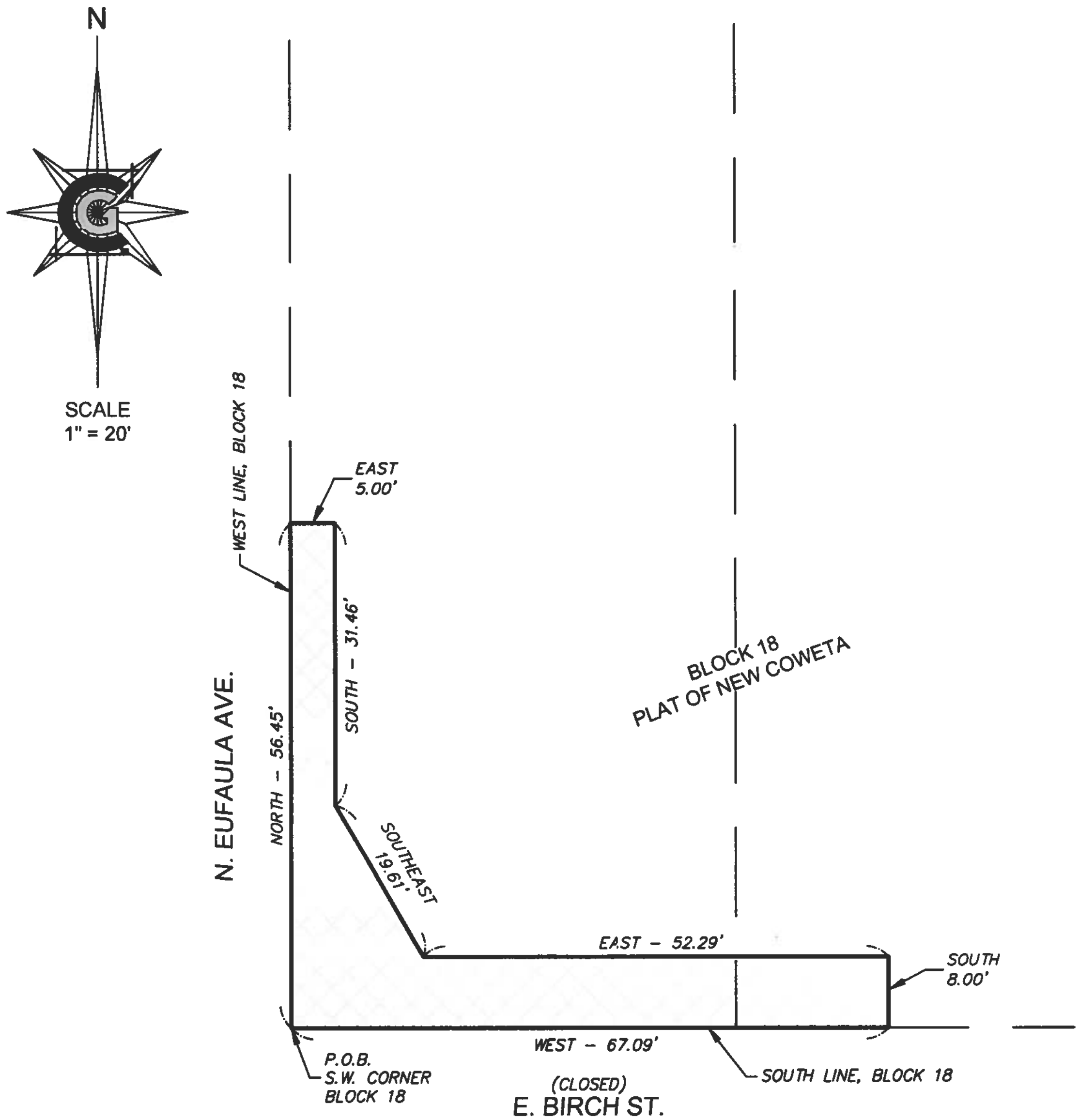
THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

S:\Survey\Raw Files\22-151 Coweta Inspection Services\Coweta Drainage\CAD\22-151 EASEMENT EXHIBIT 091223.dwg

COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 O 405-463-3381 F
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2024

CLIENT:	CITY OF COWETA
PROJECT NO:	22-151
DATE:	9/12/2023
REVISED DATE:	11/3/2023
DRAWN BY:	
PAGE:	1 OF 2

EXHIBIT "B"
DRAINAGE EASEMENT
PART OF THE NW/4 IN SEC. 18-T17N-R16E
CITY OF COWETA, WAGONER COUNTY, OKLAHOMA



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

S:\Survey\Raw Files\22-151 Coweta Inspection Services\Coweta Drainage\CAD\22-151 EASEMENT EXHIBIT 091223.dwg

COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369 O 405-463-3381 F
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2024

CLIENT:	CITY OF COWETA
PROJECT NO:	22-151
DATE:	9/12/2023
REVISED DATE:	11/3/2023
DRAWN BY:	
PAGE:	2 OF 2

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into on this 6th day of December, 2023.

RECITALS:

WHEREAS, BARBARA A. WOLFE & STEVEN T. WOLFE, wife and husband ("Grantors"), are the owners (either one or both) of a tract of land located in Wagoner County, Oklahoma, referred to herein as "Easement Tract" and described as follows:

SEE ATTACHED EXHIBITS "A" & "B"

NOW, THEREFORE in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **BARBARA A. WOLFE & STEVEN T. WOLFE** do hereby grant, bargain, sell and convey unto the **CITY OF COWETA, OKLAHOMA**, a municipal corporation, and the **COWETA PUBLIC WORKS AUTHORITY** ("Grantees"), and their respective successors and assigns, a permanent and perpetual easement and right-of-way on, under, across and over the Easement Tract for the purpose of drainage of run-off water and storm/rain water, with the further right to change, repair, rework and maintain the same, including the right to perform earthwork and excavation to change the grade to facilitate efficient drainage.

Grantors grant to both Grantees (and either Grantee), and their officers, employees, agents and contractors, the right to enter onto said Easement Tract and onto the abutting property of Grantors on the Northerly and Easterly sides thereof in such a manner and at such times as may be necessary for the purpose of constructing stormwater drainage facilities for the collection, channeling and distribution of surface water; such drainage facilities to include excavation and grading for the purpose of construction and alteration of ditches for collection of stormwater run-off, and the right to rework, maintain and repair the same, and also for the purpose of constructing, laying, building, repairing and maintaining thereon certain stormwater drainage improvements, lines, culverts and catch basins, including such repairs, replacements and removal as may be from time to time be required, in the discretion of Grantee, and including the placement and installation of rock, including riprap and other barriers, to prevent soil erosion.

TO HAVE AND TO HOLD the Easement Tract to the City of Coweta and the Coweta Public Works Authority and their successors and assigns, free, clear and discharged of any and all claims of damages or injury that may be sustained directly or indirectly to the Easement Tract and the remaining adjacent lands of Grantors by reason of the construction of stormwater drainage facilities and improvements, including all ditches, culverts, pipes and catch basins, and any other facilities which may now or hereafter be, in the discretion of the Grantees, necessary for the collection, control and channeling of surface water and stormwater. The City of Coweta and the Coweta Public Works Authority and their officers, agents, contractors and employees are hereby granted free access to said Easement Tract and the property of Grantors abutting the Easement Tract on the Easterly and Northerly sides thereof for the purpose of entering upon, excavating, constructing, installing, maintaining, removing, reworking, improving, relocating or repairing stormwater/surface water drainage facilities. The undersigned Grantors, for themselves and their heirs, successors and assigns, covenant and agree that no building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed, or permitted upon the above described premises; and further covenant and agree that in the event the terms of this paragraph are violated by the undersigned, or any person in privity with them, such violation will be corrected and eliminated immediately upon receipt of notice from Grantees, or that Grantees shall have right to correct and eliminate such violation, and undersigned Grantors, and/or their successors and assigns, shall promptly pay the actual cost thereof.

This instrument shall be construed according to the laws of the State of Oklahoma. In the event any provision contained herein is finally determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions hereof which can be given effect without such invalid or unenforceable provision, and to this end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, the undersigned have executed this Drainage Easement as of the date first above written.

"GRANTORS"

Barbara A. Wolfe

Barbara A. Wolfe

Steven T. Wolfe

Steven T. Wolfe

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF WAGONER, ss:

Before me, the undersigned, a notary public in and for said County and State, on this 6th day of December, 2023, personally appeared Barbara A. Wolfe and Steven T. Wolfe, wife and husband, to me known to be the identical persons who executed the above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth, and as the free and voluntary act of the corporation.

Marcy Kilgore
Notary Public

MARCY KILGORE
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 13003005
EXPIRES 05-28-2025

ACCEPTANCE BY THE CITY OF COWETA
AND THE COWETA PUBLIC WORKS AUTHORITY

The above and foregoing "Drainage Easement" was accepted by the City Council of the City of Coweta, Oklahoma, and the Board of Trustees of the Coweta Public Works Authority on the ______ day of ____________________, 2023.

CITY OF COWETA, OKLAHOMA
COWETA PUBLIC WORKS AUTHORITY

By:______________________________
Naomi Hogue, Mayor/Chair

ATTEST:

____
Marcy Kilgore, City Clerk

ATTEST:

____
Logan Brown, Secretary
Coweta Public Works Authority