



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, JULY 1, 2024 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. ROLL CALL

NAOMI HOGUE_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

JOE CASH_____

RANDY WOODWARD_____

III. PLEDGE OF ALLEGIANCE

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. EMPLOYEE INTRODUCTIONS

1. EMPLOYEE INTRODUCTIONS

- Haylee Ferguson – Part-time Library Clerk
- Brandon Cole – E911 Dispatcher/Jailer
- Samuel Marsey – Streets Equipment Operator

VI. PROCLAMATIONS/PRESENTATIONS

1. PRESENTATION BY FRATERNAL ORDER OF POLICE LODGE #192

LODGE 192 FOP PRESIDENT WILL PRESENT THE CHIEF OF POLICE AND CITY COUNCIL WITH A DONATION CHECK OF \$6,000 TO BE USED TO PURCHASE A NEW KENNEL AND EQUIPMENT IN SUPPORT OF THE NEW K-9 PROGRAM. (MIKE BELL, CHIEF OF POLICE).

VII. CONSENT

(All matters under the "Consent Calendar" are considered by the City Council to be routine and will

be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JUNE 3, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240603-COUNCIL MINUTES.PDF](#)

2. MINUTES OF THE JOINT SPECIAL MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC WORKS AUTHORITY/COWETA INDUSTRIAL DEVELOPMENT AUTHORITY JOINT SPECIAL MEETING HELD ON JUNE 3, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240603-JOINT SPECIAL MEETING .PDF](#)

3. SURPLUS PROPERTY

APPROVAL OF A DECLARATION OF SURPLUS ON THE FOLLOWING AND AUTHORIZATION FOR THE CITY MANAGER TO DISPOSE OF ACCORDINGLY:

1. 2007 Dodge 4X4 07-3149

2.(2) 2008 DUMP TRAILERS

3. MISC. ITEMS- PRINTER, TABLETS, IPADS, COMPUTER, AND INK CARTRIDGES

4. 2002 CHEVY TAHOE

(JULIE CASTEEN, CITY MANAGER)

Documents:

[240701- STAFF REPORT- SURPLUS ITEMS.DOCX](#)
[SURPLUS FORM.PDF](#)
[SURPLUS FORM.PDF](#)
[SURPLUS FORM.PDF](#)
[SURPLUS FORM.PDF](#)
[SURPLUS FORM.PDF](#)

4. AGREEMENT WITH KI BOIS COMMUNITY ACTION

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

Documents:

[240701 KI BOIS TRANSPORTATION AGREEMENT FY25.PDF](#)
[FY25 KI BOIS TRANSPORTATION AGREEMENT.PDF](#)

5. STORAGE BUILDING LEASE AGREEMENT

APPROVAL OF A 12-MONTH LEASE FOR STORAGE OF FIRE DEPARTMENT AND PUBLIC WORKS DEPARTMENT EQUIPMENT. (BRIAN WOODWARD, FIRE CHIEF)

Documents:

6. MOTOROLA SERVICE AGREEMENT

APPROVAL OF THE YEARLY MOTOROLA SERVICE AGREEMENT AND AUTHORIZATION FOR THE MAYOR TO SIGN ALL DOCUMENTS RELATED TO THE AGREEMENT. (MIKE BELL, CHIEF OF POLICE)

Documents:

MOTOROLA SERVICE AGREEMENT DATED JUNE 17TH 2024.DOCX
MOTOROLA SERVICE AGREEMENT JUN 2024.PDF

7. HOMELAND SECURITY MOA

APPROVAL OF THE PROPOSED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COWETA POLICE DEPARTMENT AND THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) JOINING THE TORNADO ALLEY EXPLOITATION AND TRAFFICKING TASKFORCE (TACETT) (MIKE BELL, CHIEF OF POLICE)

Documents:

MOA - TORNADO ALLEY CHILD EXPLOITATION AND TRAFFICKING TASK FORCE TACETT FOR SIGNATURE.PDF
MEMORANDUM OF AGREEMENT WITH HOMELAND SECURITY (DHS) JUNE 2024.DOCX

VIII. CONSIDER ITEMS REMOVED FROM CONSENT

IX. ADMINISTRATION

1. RESOLUTION 2024-29, ACCEPTING SANITARY SEWER AND WATER EASEMENTS

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2024-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ACCEPTING A WATER LINE EASEMENT AND A SANITARY SEWER EASEMENT ON PROPERTY OWNED BY PAUL D. STEININGER AND CYNTHIA A. STEININGER; THE EASEMENTS BEING MORE PARTICULARLY DESCRIBED A 15-FOOT SANITARY SEWER LINE EASEMENT AND A 20-FOOT WATER LINE EASEMENT BEING LOCATED IN A TRACT OF LAND LYING IN PART OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

240701 RESOLUTION 2024-29 STAFF REP CB FINAL.DOCX
RESOLUTION 2024-29 WATER AND SEWER EASEMENTS TY CB PB.DOCX
SANITARY SEWER LINE EASEMENT (2024.06.21) CLEAN.PDF
WATER LINE EASEMENT (2024.06.21) CLEAN.PDF

2. PURCHASE OF A 2024 DODGE RAM 2500 4X4 CREW CAB PICK UP

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A 2024 DODGE RAM 2500 4X4 CREW CAB PICKUP FROM BOB HOWARD CHRYSLER JEEP DODGE AND THE COST TO OUTFIT THE TRUCK FROM PERFORMANCE TRUCK OUTFITTERS FOR AN ESTIMATED AMOUNT OF \$48,194.00. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

240701-STAFF REPORT PWA STREETS VEHICLE.DOCX
BOB HOWARD CHRYSLER JEEP DODDGE QUOTE.PDF
PERFORMANCE TRUCK OUTFITTERS QUOTE.PDF

3. RESOLUTION 2024-31, CYRPRESS STREET OVERLAY - ACCEPTANCE OF INFRASTRUCTURE

DISCUSS AND CONSIDER ACTION RELATED TO THE ADOPTION OF RESOLUTION 2024-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ACCEPTING THE COMPLETION OF STREET IMPROVEMENTS ON CYPRESS STREET AS PART OF THE 2023 STREETS IMPROVEMENT PROJECT. (JULIE CASTEEN, CITY MANAGER).

Documents:

[240701-STAFF REPORT- 2023 STREET IMPROVEMENTS- CYPRESS ST OVERLAY ACCEPTANCE.PDF](#)
[240701-RESO 2024-31 CYPRESS STREET OVERLAY ACCEPTANCE.PDF](#)
[20240611- PARAGON CONTRACTORS-MAINTENANCE BOND-CYPRESS OVERLAY.PDF](#)

4. ORDINANCE 885 AMENDING TITLE 10, CHAPTER 10-3, SOLID WASTE COLLECTION AND DISPOSAL

DISCUSS AND CONSIDER ACTION RELATED TO PROPOSED ORDINANCE NO. 885, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING TITLE 10, "PUBLIC SERVICES", CHAPTER 10-3, "SOLID WASTE COLLECTION AND DISPOSAL"; AMENDING THE TITLE OF CHAPTER 10-3 TO "SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING"; ADDING DEFINITIONS TO SECTION 10-3-1 FOR "AUTHORITY, "RECYCLABLE MATERIAL" "RECYCLING", "REFUSE", AND "SOLID WASTE"; AMENDING SECTION 10-3-2 TO REQUIRE THE COWETA PUBLIC WORKS AUTHORITY TO DIRECT THE OPERATION OF A SOLID WASTE COLLECTION, RECYCLING, PROCESSING, AND DISPOSAL SYSTEM FOR THE CITY; AMENDING SECTION 10-3-6 TO REQUIRE THE USE OF APPROVED NINETY-FIVE (95) GALLON POLYCARBONATE CONTAINERS FOR DISPOSAL AND RECYCLING OF SOLID WASTE; AMENDING SECTION 10-3-9 THROUGH 10-3-11 TO ADDRESS RECYCLING IN THOSE PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240701 STAFF REPORT ORDINANCE 885 SOLID WASTE.PDF](#)
[240701 ORDINANCE 855 SOLID WASTE DISPOSAL AND RECYCLING.PDF](#)

5. DECLARATION OF AN EMERGENCY ORDINANCE 885

DISCUSS AND CONSIDER ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 885, MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

6. RESOLUTION 2024-26, RENEWAL OF SALES TAX AGREEMENT

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION NO. 2024-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA WHEREBY THE CITY OF COWETA, OKLAHOMA, AGREES TO MAKE PAYMENTS TO THE COWETA PUBLIC WORKS AUTHORITY IN AMOUNTS SUFFICIENT TO PAY PRINCIPAL AND INTEREST ON THE AUTHORITY'S 2016 UTILITY SYSTEM REVENUE BONDS. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240701-SALES TAX PLEDGE FOR BOND SECURITY AGREEMENT.PDF](#)
[240701-RESO 2024-26-RENEWAL OF SALES TAX PLEDGE.PDF](#)

7. TAX INCENTIVE AGREEMENT

DISCUSS AND CONSIDER ACTION RELATED TO A CERTAIN TAX INCENTIVE AGREEMENT WITH 918 HOLDINGS, LLC AND THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240701-STAFF REPORT SALES TAX INCENTIVE AGREEMENT.PDF](#)
[240701 SALES TAX INCENTIVE AGREEMENT 918 HOLDINGS LLC.PDF](#)

8. RESOLUTION 2024-30 REGARDING BUDGET AMENDMENTS FY25

DISCUSS AND CONSIDER APPROVAL ON THE ADOPTION OF RESOLUTION 2024-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA; OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025. (MCKAY HALE, ASSISTANT CITY MANAGER)

Documents:

[240701-SUPPLEMENTALS STAFF REPORT - GOVERNMENTAL 6.26.24.PDF](#)
[240701-SUPPLEMENTALS RESO 2024-30-GOVT.PDF](#)

X. NEW BUSINESS

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

XI. ADJOURNMENT

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

The members of the Coweta City Council met in regular session on Monday, June 3, 2024, at 6:26 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Randy Woodward.

COUNCILMEMBERS ABSENT: Caroline Martin

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

Mayor Hogue and Vice Mayor Chance reminded everyone to be weather aware and to stay dry. Mayor Hogue encouraged people to sign up for weather alerts.

V. EMPLOYEE INTRODUCTIONS

City Manager Julie Casteen introduced the following new hires and welcomed them to the team: Arnulfo Gonzalez - Streets Maintenance, Michael Carey - Wastewater Plant Operator, Elijah Cadle - Water Plant Operator, Juventino Garcia - Streets Maintenance, and Jyllian Sharp - Police Officer.

No action taken by Council.

VI. CONSENT

Motion by Harold Chance, second by Naomi Hogue to approve the consent calendar items:

1. Approval of the minutes of the Coweta City Council Regular meeting held on May 6, 2024.
2. Approval of the minutes of the Coweta City Council Special meeting held on May 13, 2024.
3. Approval of the minutes of the Coweta City Council Special meeting held on May 20, 2024.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

4. Confirmation of reappointment of Joanna Jones to the Coweta Board of Adjustments by the Mayor of the City of Coweta, Oklahoma for a term ending June 1, 2027.
5. Confirmation of reappointment of Jessica Mugg to the Coweta Board of Adjustments by the Mayor of the City of Coweta, Oklahoma for an expired term ending June 1, 2024. Three-year term shall expire June 1, 2027.
6. Confirmation of reappointment of Tena Metcalf to the Coweta Planning Commission by the Mayor of the City of Coweta, Oklahoma for an expired term ending June 1, 2023. Three-year term shall expire June 1, 2026.
7. Confirmation of reappointment of Jennifer Curtis to the Coweta Planning Commission by the Mayor of the City of Coweta, Oklahoma for an expired term ending June 1, 2023. Three-year term shall expire June 1, 2026.
8. Confirmation of appointment of Chris Thomas to the Coweta Planning Commission by the Mayor of the City of Coweta, Oklahoma for an expired term ending June 1, 2024. Three-year term shall expire June 1, 2027
9. Reappointment of Dr. Barbara Scruggs as Library Board member and Shawnda Hatfield as Library Board member, each with a term ending May, 31, 2027.
10. Approval of the quarterly financial results and operational activities of the City of Coweta's 911 system for the quarter ending March 31, 2024, in accordance with 63 O.S. §2815 (F).
11. Approval of a declaration of surplus on the following and authorization for the City Manager to dispose of accordingly:
 1. 2008 Jeep Liberty 08-4290
 2. 2007 Dodge Ram 07-5916
 3. 2005 GMC Canyon 05-0441
 4. Storm Sirens located at 13513 E Hwy 51 and 26954 E 131st St S

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

VII. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

VIII. ADMINISTRATION

1. PROPERTY PURCHASE

Julie Casteen discussed and requested consideration of approval of the purchase of certain real property located within the City of Coweta totaling approximately 3.29 acres for the sum of \$800,000, and authorization for the City Manager or her designees to take all actions necessary to complete the purchase of such property pursuant to the terms of real estate purchase and sale agreement.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of certain real property located within the City of Coweta totaling approximately 3.29 acres for the sum of \$800,000, and authorization for the City Manager or her designees to take all actions necessary to complete the purchase of such property pursuant to the terms of real estate purchase and sale agreement.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

2. SCHOOL RESOURCE OFFICER (SRO) MEMORANDUM OF UNDERSTANDING (MOU)

Deputy Police Chief Ron Peterson led discussion and requested consideration of approval of a School Resource Officer Memorandum of Understanding between the City of Coweta and the Coweta Board of Education.

Motion by Harold Chance, second by Naomi Hogue to approve a School Resource Officer Memorandum of Understanding between the City of Coweta and the Coweta Board of Education.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

3. FY 24 AUDIT ENGAGEMENT LETTER

Julie Casteen led discussion and requested possible action related on the approval of the engagement of Elfrink and Associates, PLLC to provide auditing services for the fiscal year ending June 30, 2024, in the amount of twenty-six thousand four hundred dollars and no cents (\$26,400.00) with half being paid by the Coweta Public Works Authority, and authorization for the Mayor and City Manager to accept and sign all documents.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

Motion by Harold Chance, second by Naomi Hogue to approve the engagement of Elfrink and Associates, PLLC to provide auditing services for the fiscal year ending June 30, 2024, in the amount of twenty-six thousand four hundred dollars and no cents (\$26,400.00) with half being paid by the Coweta Public Works Authority, and authorization for the Mayor and City Manager to accept and sign all documents.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

4. RESOLUTION 2024-18, REGARDING BUDGET AMENDMENTS FY24

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-18, a Resolution of the City Council of the City of Coweta, Oklahoma, adopting amendments to the annual revenues and appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2024.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2024-18, a Resolution of the City Council of the City of Coweta, Oklahoma, adopting amendments to the annual revenues and appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2024.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

5. RESOLUTION 2024-19 ON FY25 BUDGET ADOPTION

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-19, a Resolution of the City of Council of the City of Coweta, Oklahoma, adopting the budget for the General fund, the Street and Alley fund, the Cemetery fund, the Library fund, the Rural Fire fund, the Self Insurance fund, the E-911 fund, the Grany fund, and the Capital Improvement fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption on Resolution 2024-19, a Resolution of the City of Council of the City of Coweta, Oklahoma; adopting the budget for the General fund, the Street and Alley fund, the Cemetery fund, the Library fund, the Rural Fire fund, the Self Insurance fund, the E-911 fund, the Grany fund, and the Capital Improvement fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

6. JOINT RESOLUTION 2024-22 MASTER FEE SCHEDULE

Julie Casteen discussed and requested possible action related to the adoption of Resolution 2024-22, a Joint Resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2024-22, a Joint Resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

7. RESOLUTION 2024-17 ACCEPTING SANITARY SEWER AGREEMENT

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-17, a Resolution of the City Council of the City of Coweta, Oklahoma; accepting beneficial interest of a temporary sanitary sewer utility easement granted by the United States of America Department of Interior, Bureau of Indian Affairs to the City of Coweta Public Works Authority; this easement being more particularly described as a 20 foot sanitary sewer line easement located within Section 17, Township 17 North, Range 16 East, City of Coweta, Wagoner County, State of Oklahoma and within the Territory of Muscogee (Creek) Nation; provided that this easement is for a term of 20-years, from November 22, 2021 to November 21, 2041.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2024-17, a Resolution of the City Council of the City of Coweta, Oklahoma; accepting beneficial interest of a temporary sanitary sewer utility easement granted by the United States of America Department of Interior, Bureau of Indian Affairs to the City of Coweta Public Works Authority; this easement being more particularly described as a 20 foot

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

sanitary sewer line easement located within Section 17, Township 17 North, Range 16 East, City of Coweta, Wagoner County, State of Oklahoma and within the Territory of Muscogee (Creek) Nation; provided that this easement is for a term of 20-years, from November 22, 2021 to November 21, 2041.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

8. RESOLUTION 2024-25 APPOINTING MEMBERS AND SETTING TERM LIMITS- PLANNING COMMISSION MEMBERS

Community Development Director Carolyn Back led discussion and requested possible action related to the adoption of Resolution 2024-25, a Resolution of the City Council of the City of Coweta, Oklahoma, appointing members and setting term limits for the City of Coweta Planning Commission.

Motion by Harold, second by Naomi Hogue to approve the adoption of Resolution 2024-25, a Resolution of the City Council of the City of Coweta, Oklahoma, appointing members and setting term limits for the City of Coweta Planning Commission.

Aye: Harold Chance,
Naomi Hogue
Joe Cash
Randy Woodward

9. RESOLUTION 2024-24 APPOINTING MEMBERS AND SETTING TERM LIMITS – BOA MEMBERS

Carolyn Back led discussion and requested possible action related to the adoption of Resolution 2024-24, a Resolution of the City Council of the City of Coweta, Oklahoma, appointing members and setting term limits for the City of Coweta Board of Adjustment.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption Resolution 2024-24, a Resolution of the City Council of the City of Coweta, Oklahoma, appointing members and setting term limits for the City of Coweta Board of Adjustment.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 3, 2024, 6:26 P.M.**

10. FINAL PLAT- THE WOODS III BLOCKS 10-17

Carolyn Back led discussion and requested possible action related to approval of the final plat for the Woods III, Blocks 10-17, a subdivision of approximately 37.321 acres with 121 lots, situated in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner, County, State of Oklahoma, part of Planned Unit Development PUD-R-13-02, with RS-2 Residential Single-Family zoning.

Motion by Harold Chance, second by Naomi Hogue to approve the Final Plat for the Woods III, Blocks 10-17, a subdivision of approximately 37.321 acres with 121 lots, situated in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner, County, State of Oklahoma, part of Planned Unit Development PUD-R-13-02, with RS-2 Residential Single-Family zoning.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Randy Woodward

IX. NEW BUSINESS

No new business.

X. ADJOURNMENT

Mayor Hogue adjourned the meeting at 6:41 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 3, 2024, 6:00 P.M.**

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Trustees of the Coweta Industrial Trust Authority met in a joint special session on Monday, June 3, 2024, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Randy Woodward.

COUNCILMEMBERS ABSENT: Caroline Martin

I. CALL TO ORDER

The City Council meeting was called to order by Mayor Hogue.

The Coweta Public Works Authority meeting was called to order by Chairman Hogue.

The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Councilmembers and Trustees were present as shown above.

III. PUBLIC HEARING

1. JOINT PUBLIC HEARING FY25 PROPOSED BUDGET

City and Trust Manager Julie Casteen discussed the proposed Operating/Capital budget for all funds and Trust Authorities for the fiscal year ending June 30, 2025 (FY25). Important items discussed included: a 4% COLA increase for all non-contractual employees as well as market rate adjustments for some positions, projected revenues and expenditures, capital requests by departments, 3% rate increases for PWA utility services with an additional \$0.25 increase for curbside recycling and an additional \$1.00 for sewer accounts related to debt service for the sewer plant improvements. In addition, commercial solid waste rates will be adjusted over a 3-year period to bring equity between commercial and residential customers.

Other than the discussion, no action was taken.

IV. ADJOURNMENT

Mayor Hogue adjourned the City Council meeting at 6:25 p.m.

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 6:25 p.m.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING**

JUNE 3, 2024, 6:00 P.M.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 6:25 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, Secretary

Naomi Hogue, CIDA Chairman

Harold Chance, Secretary



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

Memorandum

To: Honorable Chairman, Members of the City Council
From: Julie Casteen, City Manager
Re: Surplus Items
Date: June 26th, 2024

BACKGROUND

The following items are no longer needed and are ready to be declared as surplus:

1. PWA/Streets 2007 Dodge 4x4- They department no longer has a use for this truck.
2. PWA/Streets- (2)2008 Dump Trailers- The truck has a rear main seal leak on the motor. The truck does start and run but is not worth the cost of making repairs.
3. Mic Items- printer, tablets, Ipads, computer, and ink cartridges.
4. Fire- 2002 Chevy Tahoe- needs tires, broken center consol, ball joints/tie rod issues.

COSTS

There should be no cost to the City of Coweta to surplus the vehicles.

STAFF RECOMMENDATION

Staff recommends the surplus of both items.

ATTACHMENTS

(5) surplus forms.

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: _____ Department Contact: _____ Date: _____

Items Requested to be Surplused: _____

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u> Excellent Good Fair Poor	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
		<u>PURCHASE PRICE</u>	

Reason for being surplused: _____

Has it been offered for transfer to another Department within the City: Yes No

Has it been offered for transfer to another agency within the State: Yes No If so, to whom: _____

Name of agency: _____

Sold for scrap metal: Yes No If yes, to whom: _____

Amount received: _____

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes No

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes No Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus: _____

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: _____ Department Contact: _____ Date: _____

Items Requested to be Surplused: _____

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u> Excellent Good Fair Poor	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
		<u>PURCHASE PRICE</u>	

Reason for being surplused: _____

Has it been offered for transfer to another Department within the City: Yes No

Has it been offered for transfer to another agency within the State: Yes No If so, to whom: _____

Name of agency: _____

Sold for scrap metal: Yes No If yes, to whom: _____

Amount received: _____

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes No

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes No Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus: _____

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: _____ Department Contact: _____ Date: _____

Items Requested to be Surplused: _____

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u> Excellent Good Fair Poor	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
		<u>PURCHASE PRICE</u>	

Reason for being surplused: _____

Has it been offered for transfer to another Department within the City: Yes No

Has it been offered for transfer to another agency within the State: Yes No If so, to whom: _____

Name of agency: _____

Sold for scrap metal: Yes No If yes, to whom: _____

Amount received: _____

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes No

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes No Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus: _____

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: _____ Department Contact: _____ Date: 06/25/2024

Items Requested to be Surplused: Misc.- printer, ipads, computer, ink cartridges

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u>	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
(1) Brother MFC-J6920DW printer misc ink cartridges (1) Dell Laptop s/n 1QQFTY1 (5) Apple Ipads s/n 000122, 000126, 000290, 000127, 000128 (2) Samsung tablets s/n 000290, 000276	☐ Excellent ☐ Good ☐ Fair ☒ Poor	<u>PURCHASE PRICE</u>	

Reason for being surplused:

misc items- printer, tablets, ipads, and printer ink from multiple departments. All are no longer needed. Not sure if all items work.

Has it been offered for transfer to another Department within the City: Yes ☐ No ☒

Has it been offered for transfer to another agency within the State: Yes ☐ No ☒ If so, to whom:

Name of agency:

Sold for scrap metal: Yes ☐ No ☒ If yes, to whom:

Amount received:

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes ☐ No ☐

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes ☐ No ☐ Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus:

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: _____ Department Contact: _____ Date: _____

Items Requested to be Surplused: _____

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u> Excellent Good Fair Poor	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
		<u>PURCHASE PRICE</u>	

Reason for being surplused: _____

Has it been offered for transfer to another Department within the City: Yes No

Has it been offered for transfer to another agency within the State: Yes No If so, to whom: _____

Name of agency: _____

Sold for scrap metal: Yes No If yes, to whom: _____

Amount received: _____

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes No

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes No Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus: _____

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____



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

Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: Ki Bois Transportation Agreement
Date: June 28, 2024

BACKGROUND

The City of Coweta has partnered with Ki Bois Community Action Foundation for many years to provide transportation services to the community.

Ki Bois has requested the same \$50,000 subsidy for FY25 that has been approved in previous years.

STAFF RECOMMENDATION

Staff recommends approval of the Transportation Agreement with Ki Bois Community Action Inc.

Attachments:

FY25 Ki Bois Transportation Agreement



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

www.cityofcoweta-ok.gov

CONTRACT

THIS CONTRACT made and entered into this 1st day of July 2024, by and between the CITY OF COWETA, Wagoner County, State of Oklahoma, ("City") and KI BOIS COMMUNITY ACTION FOUNDATION, a Not For Profit corporation ("KI BOIS").

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

- I. The City finds that KI BOIS performs functions at a public purpose, specifically the providing of transportation services in and around the Coweta area, including within the City of Coweta, thereby serving residents of Coweta.
- II. The City agrees to provide payment for services performed by KI BOIS and specifically payment for services in providing transportation in the Coweta area.
- III. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Coweta area for Fiscal Year 2024-2025, beginning July 1, 2024, and ending June 30, 2025. The ridership, level of service and service territory served and provided during Fiscal Year 24-25 will be the same as was as provided and served in Fiscal Year 23-24.
- IV. The City agrees to compensate KI BOIS for its services in an amount not exceeding FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00), between December 1, 2024, and January 31, 2025, upon proper invoice provided by KI BOIS. KI BOIS will provide Vehicular Public Liability insurance covering death, personal injury, and property damage.
- V. KI BOIS will provide the City with regular utilization data, as requested, and other pertinent ridership information in order to keep the City informed as to the operational matters of the public transportation program.
- VI. The parties agree that the above compensation shall be the full and complete compensation to be paid by the City to KI BOIS for services provided and that this contract is limited to the term set forth above.

Approved in open meeting of the Coweta City Council on the 1st day of July 2024.

ATTEST:

CITY OF COWETA, OKLAHOMA

Marcy Kilgore, City Clerk

Naomi Hogue, Mayor

APPROVED AS TO FORM:

KI BOIS COMMUNITY ACTION

Patrick Boulden, City Attorney

R. Carroll Huggins, Executive Director



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: Brian Woodward, Fire Chief
Re: Storage Building Lease Agreement
Date: June 26, 2024

BACKGROUND

The Coweta Fire Department is requesting approval of a 12-month lease agreement for the property located at 14464 S 300th E Ave. This building will store items for the Fire Department, Emergency Management and Public Works Authority in a heated building.

STAFF RECOMMENDATION

Staff recommends a motion to approve the lease agreement.

ATTACHMENTS:

Sisco Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), executed in duplicate at 310 South Broadway, Coweta, Oklahoma on this 1st day of July 2024, by and between **Raymond C. Sisco, and Carol S. Sisco**, husband and wife ("Lessors"), 13883 South 303 East Avenue, Coweta, Wagoner County, Oklahoma 74429, and the **CITY OF COWETA, OKLAHOMA**, an Oklahoma municipal corporation, ("Lessee") having its principal place of business at 310 S. Broadway, Coweta, Wagoner County, Oklahoma, 74429.

WITNESSTH:

Lessor Leases to Lessee real property owned by the Lessor, 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 being more particularly described as follows:

Tract A, Less the West 76 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;

And located at 14464 South 300th East Avenue, Coweta, Oklahoma 74429 (the "Property").

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

TERM:

The primary term of this Lease shall be for a period of Twelve (12) Months. Following execution, the effective period of the Lease shall be 12:01 o'clock a.m. on July 1, 2024, to 11:59 o'clock p.m. on June 30, 2025.

RENT:

Lessee shall pay Lessor during the term of this Lease the sum of Eighteen Thousand and no/100s Dollars (\$18,000.00) as rent for the real property as well as all personal property of Lessor, if any, contained in or on it. This sum shall be payable in monthly installments of One Thousand Five Hundred and no /100s (\$1,500.00). This amount shall be paid to Lessor at Lessor's address on or before the 1st day of each month beginning on the 1st day of July 2024.

USE, INSPECTION, PROPERTY CONDITION-

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

ABANDONMENT:

Lessee shall not vacate or abandon the Property at any time during the term of this Lease. 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 charges incurred 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 lawful, and as may be necessary for the purpose for which the Property is leased.

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 mediate 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 the 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, Title 51 Oklahoma Statutes, Sections 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 of no less than One Million Dollars (\$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 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 of its internal and external components including the 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, mortgage, pledge, or set over to any entity or individual any interest in this Lease, or any of Lessor's personal property contained within the Property, and shall not sublet the Property or any part of it, or the personal property of the Lessor contained within, or any appurtenant right or privilege, or suffer any other person, to occupy or use the Property or any portion of it, the personal property of the Lessor contained within, without obtaining the prior express written consent of Lessor. Any assignment, 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 the Property 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 shall constitute a breach of this Lease.

BREACH BY LESSEE OR LESSOR:

In the event of any breach of this Lease by the Lessee or the 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 Lessor by 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 act upon it.

ADDRESS OF LESSOR:

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

Raymond C. Sisco
Carol S. Sisco
13883 South 303rd East Avenue
Coweta, Oklahoma 74429

ADDRESS OF LESSEE:

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

Office of the City Manager
City of Coweta, Oklahoma
310 South 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 the Property, if any. Lessor acknowledges that Lessee is a governmental entity that is not taxed, so no taxes are likely to be assessed.

TIME OF OCCUPANCY AND PEACEFUL ENJOYMENT:

Lessee shall be authorized to locate and occupy the Property immediately upon the signing of this Lease. Lessor covenants that the Lessee, on paying the rental provided and performing the covenants and conditions of this Lease, shall and may peacefully and quietly have, hold, and enjoy the Property.

ALL AGREEMENTS CONTAINED IN LEASE:

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

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, 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 provided in this Lease.

APPROVED AND EXECUTED this 1st day of July 2024.

“LESSOR”

Ray C. Sisco

Carol S. Sisco

“LESSEE”

Naomi Hogue, Mayor

Approved as to form:

ATTEST:

Patrick Boulden, City Attorney

Marcy Kilgore, City Clerk



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: Annual Motorola Service Agreement
Date: June 17, 2024

BACKGROUND

Each year the City of Coweta Police Department enters into a service agreement with Motorola to upgrade our software and maintain the two main radio consoles in our E-911 Center. This agreement ensures that our radios have the current software and are in the proper working condition.

BENEFITS

This agreement ensures that all consoles within our E-911 Center are working properly and if a problem does occur, the problem will be repaired and/or corrected with little or no cost to the city.

COSTS

The agreement cost this year has risen approximately 4% from last year, at a total cost of \$15,199.51. This cost was placed in this year's budget under E-911 Other Contracts/Services, line 18-5302.087.

STAFF RECOMMENDATION

Staff recommends immediate approval and permission to allow the mayor to sign the updated service agreement dated June 17, 2024.

ATTACHMENTS

Motorola Service Agreement dated June 17, 2024



MOTOROLA SOLUTIONS

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

SERVICE AGREEMENT

Contract Number: USC000073448
Contract Modifier: R03-MAR-24 09:19:24

Date: 17-JUN-2024

Company Name: Coweta, City Of

Attn.: Michael Bell

Billing Address: 212 N Broadway

City, State, Zip Code: Coweta, OK 74429

Customer Contact: Michael Bell

Phone: 918-486-2121

P.O.#: N/A

Customer #: 1036881177

Bill to Tag#: 0003

Contract Start Date: 01-JUL-2024

Contract End Date: 30-JUN-2025

Payment Cycle: ANNUALLY

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$116.78	\$1,401.35
	SVC01SVC0140A	REMOTE SUS	\$67.14	\$805.66
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$42.08	\$504.94
	SVC04SVC0016C	SUS	\$246.17	\$2,954.08
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$794.46	\$9,533.48
Sub Total			\$1,266.63	\$15,199.51
Taxes			\$0.00	\$0.00
Grand Total			\$1,266.63	\$15,199.51
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Walter Leslie

Customer Support Manager

6/21/2024

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

WALTER LESLIE

+1(405)2871843

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Coweta, City Of
Contract Number : USC000073448
Contract Modifier : R03-MAR-24 09:19:24
Contract Start Date : 01-JUL-2024
Contract End Date : 30-JUN-2025

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

MEMORANDUM OF AGREEMENT
Regarding the Establishment of
the Tornado Alley Child Exploitation and Trafficking Task Force
(TACETT)

1. PURPOSE.

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Dallas Field Office (HSI-Dallas) is establishing the Tornado Alley Child Exploitation and Trafficking Task Force (TACETT). This Memorandum of Agreement (MOA) delineates the responsibilities and commitments of the Partners in the TACETT. The MOA also outlines the purpose and procedures for the TACETT.

2. PARTNERS.

The Partners to this Memorandum of Agreement (MOA) are:

- **HSI-Dallas;**
- Dept. of Justice, U.S. Attorney's Office, Northern District of Oklahoma (**USAO-OKN**);
- Dept. of Justice, U.S. Attorney's Office, Eastern District of Oklahoma (**USAO-OKE**);
- Oklahoma State Bureau of Investigations, (**OSBI**);
- Tulsa County Sheriff's Office (**TCSO**);
- Tulsa Police Department (**TPD**);
- Oklahoma Attorney General's Office (**OAG**);
- Rogers County Sheriff's Office (**RCSO**);
- LeFlore County District Attorney's Office (**LCDA**);
- Muskogee Police Department (**MPD**);
- Tulsa County District Attorney's Office (**TCDA**);
- Pryor Creek Police Department (**PCPD**);
- Skiatook Police Department (**SPD**);
- Broken Arrow Police Department (**BAPD**);
- Wagoner County Sheriff's Office (**WCSO**);
- Collinsville Police Department (**CPD**);
- Owasso Police Department (**OPD**);
- Mayes County Sheriff's Office (**MCSO**);
- Cherokee Nation Marshal Service (**CNMS**);

- Checotah Police Department (**CPD**);
- Oklahoma Bureau of Narcotics (**OB**N);
- Bristow Police Department (**BPD**);
- Glenpool Police Department (**GPD**);
- Tahlequah Police Department (**TPD**);
- Coweta Police Department (**CPD**);
- Muscogee Creek Nation Lighthouse Police Department (**MCNLPD**);
- Osage County Sheriff's Office (**OCSO**);
- McCurtain County Sheriff's Office (**MCSO**);

(collectively, the Partners, Task Force, Tornado Alley Child Exploitation and Trafficking Task Force, or TACETT).

3. AUTHORITY.

- a. HSI-Dallas is authorized by statute to enter into Memoranda of Agreements with other agencies and stakeholders. The Special Agent in Charge for HSI-Dallas is delegated the authority to enter into this agreement. Homeland Security Act of 2002, as amended, 116 Stat. 2135, Pub. L. No. 107-296, Nov. 25, 2002; ICE-HSI Delegation Order No. 10001.1 and all other applicable DHS/ICE delegation orders.
- b. HSI-Dallas is a federal law enforcement agency that possesses broad investigative and enforcement authorities, including but not limited to, 19 U.S.C. §§ 1589a, 1616a; 8 U.S.C. §§ 1103(c), 1357; 18 U.S.C. § 981(e); 21 U.S.C. § 873. Several of those statutory authorities are specific to offenses involving sexual exploitation and trafficking of persons, including but not limited to: 18 U.S.C., Chapter 77 (peonage, slavery, and trafficking in persons); 18 U.S.C., Chapter 109A (sexual abuse); 18 U.S.C., Chapter 110 (sexual exploitation and other abuse of children); 18 U.S.C., Chapter 117 (transportation for illegal sexual activity); 34 U.S.C., Chapter 207 (combating domestic trafficking in persons); 34 U.S.C., Chapter 209 (child protection and safety); 34 U.S.C., Chapter 211 (combating child exploitation); and 34 U.S.C. § 20141(c) (requiring assistance to victims through stabilization and support providers).
- c. Nothing in this MOA is intended to conflict with current law, regulation, or policy. Further, nothing in this MOA is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction. If any term of this agreement is inconsistent with law, regulation, or other authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

4. BACKGROUND AND OBJECTIVES.

- a. As the largest investigative entity within DHS, ICE HSI is charged with enforcing a wide array of statutes, including those related to the exploitation and trafficking of children.

Consistent with this mission, HSI-Dallas seeks to partner with federal, tribal, state, and local law enforcement counterparts in the Northern and Eastern Districts of Oklahoma to create the TACETT.

- b. The main purpose and focus of the TACETT is to combat child exploitation and human trafficking through proactive investigations emphasizing crimes against children relating to the internet, including the distribution and production of child pornography, child enticement, and labor and sex trafficking.
- c. The TACETT is established on the premise that the capabilities of law enforcement agencies to investigate the targeted crimes are enhanced in a Task Force setting involving the sharing of resources and expertise.
- d. The guiding principle of the TACETT is to co-locate partner law enforcement officers and agents to force multiply each agency's resources, authority, and jurisdiction to prevent, investigate, and prosecute child exploitation related crimes. This partnership will foster a closer local-federal relationship as the Task Force will work together in active investigations originating in one or more of the Partner agencies.
- e. In pursuit of its mission of protecting our communities by preventing sexual crimes against children and trafficking victims, the TACETT will:
 - i. Conduct innovative operations involving a multitude of proactive undercover techniques;
 - ii. Seek to prosecute individuals and organizations who facilitate and profit from sexual crimes against children and victims of trafficking;
 - iii. Investigate other child-related cases, including but not limited to missing and abducted children, and sexting and indecent exposure involving child victims; and
 - iv. Conduct outreach to promote public awareness and help identify unreported crimes involving children within its area of responsibility, at schools, and in community youth organizations.
- f. Because of limited resources, full time co-location is not currently possible. The Task Force will therefore endeavor to meet every two weeks, or as required to discuss ongoing investigations, intelligence, and plan proactive operations. These meetings may take place at different partner agency facilities, as available, and will accommodate remote participation by Partners, as needed.

5. PRIORITIES

The TACETT will utilize its combined and specialized resources to prevent and investigate criminal cases involving the:

- a. Exploitation of children by sexual predators;
- b. Production, possession, or distribution of child pornography;
- c. Use of computers, the internet, and/or electronic devices to facilitate violations of other

criminal laws involving harm or threats to children; and

- d. Human Trafficking of children and adults by use of force, fraud, or coercion to obtain some type of labor or commercial sex act.

6. OVERSIGHT.

- a. An Executive Board will be established and will create the operational priorities for the Task Force:
 - i. The TACETT Executive Board will consist of leadership or senior managers of the Partner agencies.
 - ii. The Assistant Special Agent in Charge (ASAC) for the Oklahoma and Texas Panhandle Division of HSI-Dallas, or his designee, shall convene and chair the Executive Board (the Chair).
 - iii. Each participating agency on the TACETT Executive Board will have input on all matters affecting the Task Force.
 - iv. The TACETT will prioritize targets, operations, and investigations based upon the parameters and guidance established by the Executive Board
- b. The Executive Board will convene periodically at least once every six months, or as required, or when requested by a Partner agency. These meetings may take place at different partner agency facilities, as available, and will accommodate remote participation by Partners, as needed.
 - i. Partner agencies shall send a representative who can make decisions and vote on behalf of that agency.
 - ii. The Executive Board shall review this MOA and the current priorities and direction of the TACETT, as needed.
 - iii. Executive Board Members shall discuss and decide matters requiring their attention for the effective and efficient operation of the Task Force.

7. PROSECUTIONS.

A determination will be made by or with the input of Partner agents, investigators, and prosecutors for each TACETT investigation on a case-by-case basis whether the matter should be presented for prosecution in federal or state court. This determination shall be based on:

- a. The evidence obtained;
- b. A consideration of whether federal or state prosecution will result in the greatest benefit and justice for the victim(s); and
- c. The overall objectives of the TACETT.

8. RESPONSIBILITIES.

All Partners agree that:

- a. TACETT is a joint Task Force with Partners acting for a common purpose as outlined in this MOA. Accordingly, the guiding principles and objectives of the TACETT will be a shared responsibility of the Partners.
- b. Responsibility and accountability for the personal and professional conduct of the Partners remains with the respective agencies. Additionally, Partners agree to adhere to the personnel rules, regulations, laws, and policies of their respective agencies.
- c. Partners are responsible for the daily supervision of their respective officers and agents and the officers and agents will remain under the ultimate control of their respective agencies. The Task Force supervisor will be responsible for supervising officers during TACETT investigations and operations.
- d. Policy planning and resource allocation under this MOA will be managed by the respective Partners and the Executive Board.
- e. Representative of Partner agencies, or their designees, will meet on an as-needed basis to discuss the MOA, ongoing investigations, and any issues or concerns.
- f. Partners will maintain jurisdictional authority for their respective geographical and subject matter areas.
- g. Partners will support and provide assistance to other Task Force members in support of TACETT objectives regardless of the geographical and jurisdictional area in which they ordinarily operate, consistent with all applicable laws, regulations, and agency policies.
- h. Any Partner can bring investigative leads, sources of information, investigations, or missions for the Task Force to evaluate and pursue.
- i. Each Partner will be responsible for the base salaries, benefits, vacation, sick leave, and other compensation, except overtime of their own members assigned to the TACETT; overtime will be reimbursed as described below. Personnel will be assigned to the Task Force on a full-time basis or, depending on the needs of their respective agency, on a case-by-case basis according to the specific agreement between the Partner and the Task Force. The duration will be determined by the employing agency.
- j. Although Partners will provide personnel and assets for the purpose of interagency cooperation with a common goal, each participating employee shall remain accountable to his or her employing agency within the policies and procedures of that agency. While employees will serve under the direct control of the TACETT supervisor during Task Force activities, they remain under the legal, administrative, and disciplinary purview of their agency.
- k. Officers and agents assigned to the TACETT will abide by and adhere to the policies and procedures regarding conduct of their respective agencies. Any allegation of misconduct pertaining to a member will be investigated by his or her respective agency in conformance with its rules and regulations. TACETT Partners and members and agree to cooperate with disciplinary investigators of Partner agencies.

9. LIMITATIONS.

This MOA does not supersede any other current Memorandum of Understanding or MOA between Partners.

This MOA is not an obligation or commitment of funds nor does it serve as the basis for the transfer of funds.

10. OVERTIME REIMBURSEMENT.

HSI-Dallas will reimburse the overtime of those state and local Partners who are assigned to the TACETT in accordance with the provisions of the individual MOUs previously executed with each respective agency. HSI-Dallas will utilize SLOT funds authorized by the Treasury Executive Office of Asset Forfeiture, as available.

11. CROSS DESIGNATION.

State, and local law enforcement officers assigned to the TACETT will be cross designated by ICE with Title 19 U.S. Code Customs Officer authority. Credentials will be provided once all requirements are met, for the duration of the officer's assignment to the TACETT. The credentials convey status as "Customs Officer," subject to limitations.

12. REPORTING AND DOCUMENTATION OF INVESTIGATIONS AND ACTIVITY.

To ensure deconfliction, provide a uniformed reporting procedure and ensure accurate detailed monitoring of statistics, the TACETT shall utilize Investigative Case Management (ICM) to capture and report details of investigations, subjects, vehicle and business records, enforcement activity, and other pertinent activities. Where appropriate and required, and to the extent permissible under appropriate laws, regulations, and policy, duplicate reports will be provided on participating agency systems to ensure confidentiality and other necessary requirements are met.

The TACETT supervisor will provide a detailed briefing and summary of active cases accomplishments and significant activities of the Task Force to the TACETT Executive Board when it convenes and periodically as required by participating agencies.

13. INFORMATION SHARING

Any information exchanged between TACETT members under this MOA will be done in accordance with all applicable laws, regulations, and policies. Records that are provided to and maintained by federal agencies become federal records for the purpose of the Privacy Act and Freedom of Information Act. No party will disclose agency records related to TACETT activities or any other information that is privileged or confidential, law enforcement sensitive or otherwise prohibited from disclosure by law, regulation, or policy. Throughout the course of investigations and enforcement activities, legal advice will be obtained from the assigned prosecutors and/or parent agency counsel as required by law and policy.

TACETT members will not disclose to third parties any information received from member agencies under this MOA without first obtaining authorization from the member agency originating the information, unless compelled by legal obligation or court order. In the event the receiving TACETT member is compelled to disclose, the member must provide earliest possible

notice to the originating member agency upon receipt of the order.

14. PARTNERS AND PARTICIPATION.

- a. **HSI-Dallas:** HSI-Dallas will be the lead agency for the Task Force and shall assign a Supervisory Special Agent to lead and provide day-to-day supervision of the TACETT. Additionally, HSI-Dallas shall assign at least three special agents and a certified computer forensics analyst for the purpose of initiating or assisting with investigations involving child exploitation. HSI-Dallas shall also assign one Criminal Analyst (CA) for intelligence support. HSI-Dallas will be responsible for, but not limited for the record keeping and reporting for all investigative and operational matters related to the Dallas Area of Responsibility.
- b. **United States Attorney's Office Northern District of Oklahoma:** The USAO-OKN shall assign one or more Assistant U.S. Attorney(s) to provide guidance, review, and ultimately prosecute criminal cases initiated by the TACETT on a federal level.
- c. **United States Attorney's Office Eastern District of Oklahoma:** The USAO-OKE shall assign one or more Assistant U.S. Attorney(s) to provide guidance, review, and ultimately prosecute criminal cases initiated by the TACETT on a federal level.
- d. **Oklahoma State Bureau of Investigations:** The OSBI shall assign one or more full-time investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other OSBI personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- e. **Tulsa County Sheriff's Office:** The TCSO shall assign one or more full-time investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other TCSO personnel and assets that may be requested by the TACETT in the course of their investigations and enforcement.
- f. **Tulsa Police Department:** The TPD shall assign one or more full-time investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children and/or human trafficking. The investigator(s) will also coordinate the use of other TPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- g. **Oklahoma Attorney General's Office:** The OAG shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other OAG personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- h. **Rogers County Sheriff's Office:** The RCSO shall assign one or more full-time investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other RCSO personnel and assets that may be requested by the

TACETT in the course of investigations and enforcement.

- i. **LeFlore County District Attorney's Office:** The LCDA shall assign one investigator to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other LCDA personnel and assets that may be requested by the TACETT during investigations, enforcement and prosecutions.
- j. **Muskogee Police Department:** The MPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other MPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- k. **Tulsa County District Attorney's Office:** The TCDA shall assign one Assistant District Attorney to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The Assistant District Attorney will also coordinate the use of other TCDA personnel and assets that may be requested by the TACETT during investigations and prosecutions.
- l. **Pryor Creek Police Department:** The PCPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other PCPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- m. **Skiatook Police Department:** The SPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other SPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- n. **Broken Arrow Police Department:** The BAPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other BAPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- o. **Wagoner County Sheriff's Office:** The WCSO shall assign one or more full-time investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other WCSO personnel and assets that may be requested by the TACETT in the course of their investigations and enforcement.
- p. **Collinsville Police Department:** The CPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other CPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.

- q. **Owasso Police Department:** The OPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other OPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- r. **Mays County Sheriff's Office:** The MCSO shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other MCSO personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- s. **Cherokee Nation Marshal Service:** The CNMS shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other CNMS personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- t. **Checotah Police Department:** The CPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other CPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- u. **Oklahoma Bureau of Narcotics:** The OBN shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other OBN personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- v. **Bristow Police Department:** The BPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other BPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- w. **Glenpool Police Department:** The GPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other GPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- x. **Tahlequah Police Department:** The TPD shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other TPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- y. **Coweta Police Department:** The CPD shall assign one or more investigator(s) to the

TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other CPD personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.

- z. **Muscogee Creek Nation Lighthorse Police Department:** The MCNLP shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other MCNLP personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- aa. **Osage County Sheriff's Office:** The OCSO shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other OCSO personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.
- bb. **McCurtain County Sheriff's Office:** The MCSO shall assign one or more investigator(s) to the TACETT for the purpose of initiating or assisting with investigations involving the exploitation of children. The investigator(s) will also coordinate the use of other MCSO personnel and assets that may be requested by the TACETT in the course of investigations and enforcement.

15. LIABILITY.

HSI-Dallas and all TACETT Partners understand and agree that, except as otherwise noted in this MOA, Partners will be responsible for their own liability and bear their own costs with regard to their property and resources or personnel expenses incurred by any reason, or incidents giving rise to liability, as required by applicable law. Each Partner is responsible for its own acts, the acts of its officers, agents, and employees, and the results thereof to the extent authorized by law. Partners shall not be responsible for the acts of officers, agents, or employees of other Partner agencies, or any results thereof.

16. TERM.

The term of this MOA shall be binding on each respective Partner from the date of signature by the representative of that Partner until terminated by that respective Partner. A Partner may withdraw from this agreement on thirty days advance written notice to the TACETT Executive Board.

17. MODIFICATION OF THE MOA.

The TACETT Executive Board may amend this MOA by unanimous concurrence of all the members of the Executive Board. Amendments can be made at any time to accommodate the specific needs and interests of the Partners.

Modifications to this MOA shall be incorporated into this agreement by a written amendment

properly executed and signed by the person authorized to bind each of the Partners thereto.

18. PRESS RELEASES/MEDIA DISCLOSURE.

The Chair of the Executive Board (as designated in Section 6.a.ii, above) will coordinate dissemination of all information or press releases related to TACETT activities and investigations. Time permitting, all Partners will be notified prior to any press releases. Press releases will include opportunity for participation by all Partner agencies.

Media releases relating to ongoing investigations, prosecutions, or other matters concerning operations shall be made through the Chair.

Media releases may be made jointly by all participating agencies. Media releases shall not include information regarding confidential investigative sources, techniques, privileged information, or information protected from disclosure by law or policy.

A Partner wanting to issue an independent press release regarding TACETT operations and prosecutions shall consider Partner input, including any concerns based on sensitive, protected, or privileged information, collateral investigations, or other sensitive matters. In case of a conflict, Partner representatives shall meet to determine a means to accommodate the requested press release without jeopardizing ongoing or collateral operations, confidential investigative sources, techniques, privileged information, or protected information of the TACETT or of any Partner agency.

Nothing in the foregoing provisions is intended to conflict with Section 1-7.310 of the Department of Justice Confidentiality Media Contacts Policy, which provides that the “United States Attorney has responsibility for all matters involving the local media,” and that “United States Attorneys will exercise discretion and sound judgment, consistent with this Policy, as to matters affecting their own district, but must coordinate their news media contacts with [the Office of Public Affairs, Department of Justice] in cases that transcend their district or are of national importance.”

19. NO PRIVATE RIGHT CREATED.

This MOA is an internal agreement and does not create or confer any right or benefit on any other person or party, private or public.

20. POINTS OF CONTACT.

The point of contact for this MOA is Supervisory Special Agent John P. Reinosa at (202) 465-2137 or John.P.Reinosa@hsi.dhs.gov

21. EFFECTIVE DATE AND ADDITIONAL PARTNERS.

The terms of this MOA will become effective on the date the Partners sign the MOA. Once two or more Partners have signed this MOA, the terms of this MOA are effective upon those agencies that have signed regardless of the status of agreement of the other Partners.

22. SIGNATORIES.

This MOA is agreed to by the official signatures of member Partners as set forth in Attachments A through BB, which are attached hereto and incorporated herein by reference. Each signatory warrants that he or she is authorized to bind his or her agency to this MOA.

Memorandum of Agreement; TACETT

Attachment A; Signature Page Homeland Security Investigations - Dallas

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Lester B. Hayes Jr.
Special Agent in Charge
Dallas, Texas
Homeland Security Investigations

Memorandum of Agreement; TACETT
Attachment B; Signature Page USAO-Northern District Oklahoma

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Clinton J. Johnson
U.S. Attorney
Northern District of Oklahoma
United States Attorney's Office
Department of Justice
Tulsa, Oklahoma

Memorandum of Agreement; TACETT
Attachment C; Signature Page USAO- Eastern District of Oklahoma

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Christopher J. Wilson
U.S. Attorney
Eastern District of Oklahoma
United States Attorney's Office
Department of Justice
Muskogee, Oklahoma

Memorandum of Agreement; TACETT
Attachment D; Signature Page Oklahoma State Bureau of Investigations

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Aungela Spurlock
Director
Oklahoma State Bureau of Investigations
Oklahoma City, Oklahoma

Memorandum of Agreement; TACETT
Attachment E; Signature Page Tulsa County Sheriff's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Vic Regalado
Sheriff
Tulsa County Sheriff's Office
Tulsa, Oklahoma

Memorandum of Agreement; TACETT
Attachment F; Signature Page Tulsa Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Wendell Franklin
Chief of Police
Tulsa Police Department
Tulsa, Oklahoma

Memorandum of Agreement; TACETT
Attachment G; Signature Page Oklahoma Attorney General's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Gentner Drummond
Attorney General
Oklahoma Attorney General's Office
Oklahoma City, Oklahoma

Memorandum of Agreement; TACETT
Attachment H; Signature Page Rogers County Sheriff's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Scott Walton
Sheriff
Rogers County Sheriff's Office
Claremore, Oklahoma

Memorandum of Agreement; TACETT
Attachment I; Signature Page LeFlore County District Attorney's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Kevin Merritt
District Attorney
LeFlore County District Attorney's Office
Poteau, Oklahoma

Memorandum of Agreement; TACETT
Attachment J; Signature Page Muskogee Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Johnny Teehee
Chief of Police
Muskogee Police Department
Muskogee, Oklahoma

Memorandum of Agreement; TACETT
Attachment K; Signature Page Tulsa County District Attorney

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Steve Kunzweiler
Tulsa County District Attorney
Tulsa, Oklahoma

Memorandum of Agreement; TACETT
Attachment L; Signature Page Pryor Creek Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Jeremy Cantrell
Chief of Police
Pryor Creek Police Department
Pryor, Oklahoma

Memorandum of Agreement; TACETT
Attachment M; Signature Page Skiatook Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Billy Wakefield
Chief of Police
Skiatook Police Department
Skiatook, Oklahoma

Memorandum of Agreement; TACETT

Attachment N; Signature Page Broken Arrow Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Brandon Berryhill
Chief of Police
Broken Arrow Police Department
Broken Arrow, Oklahoma

Memorandum of Agreement; TACETT
Attachment O; Signature Page Wagoner County Sheriff's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Chris Elliott
Sheriff
Wagoner County Sheriff's Office
Wagoner, Oklahoma

Memorandum of Agreement; TACETT

Attachment P; Signature Page Collinsville Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Matt Burke
Chief of Police
Collinsville Police Department
Collinsville, Oklahoma

Memorandum of Agreement; TACETT

Attachment Q; Signature Page Owasso Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Dan Yancey
Chief of Police
Owasso Police Department
Owasso, Oklahoma

Memorandum of Agreement; TACETT

Attachment R; Signature Page Mayes County Sheriff's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Mike Reed
Sheriff
Mayes County Sheriff's Office
Pryor, Oklahoma

Memorandum of Agreement; TACETT

Attachment S; Signature Page Cherokee Nation Marshal Service

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Mike Roach
Marshal
Cherokee Nation Marshal Service
Tahlequah, Oklahoma

Memorandum of Agreement; TACETT

Attachment T; Signature Page Checotah Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Darren Glover
Chief of Police
Checotah Police Department
Checotah, Oklahoma

Memorandum of Agreement; TACETT

Attachment U; Signature Page Oklahoma Bureau of Narcotics

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Donnie Anderson
Director
Oklahoma Bureau of Narcotics
Oklahoma City, Oklahoma

Memorandum of Agreement; TACETT

Attachment V; Signature Page Bristow Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Kendra Raney
Chief of Police
Bristow Police Department
Bristow, Oklahoma

Memorandum of Agreement; TACETT

Attachment W; Signature Page Glenpool Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Jeremy Plane
Chief of Police
Glenpool Police Department
Glenpool, Oklahoma

Memorandum of Agreement; TACETT

Attachment X; Signature Page Tahlequah Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Nate King
Chief of Police
Tahlequah Police Department
Tahlequah, Oklahoma

Memorandum of Agreement; TACETT

Attachment Y; Signature Page Coweta Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Mike Bell
Chief of Police
Coweta Police Department
Coweta, Oklahoma

Memorandum of Agreement; TACETT

Attachment Z; Signature Page Muscogee Creek Nation Lighthorse Police Department

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Richard Phillips
Chief of Police
Muscogee Creek Nation Lighthorse
Okmulgee, Oklahoma

Memorandum of Agreement; TACETT

Attachment AA; Signature Page Osage County Sheriff's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Eddie Virden
Sheriff
Osage County Sheriff's Office
Pawhuska, Oklahoma

Memorandum of Agreement; TACETT

Attachment BB; Signature Page McCurtain County Sheriff's Office

The undersigned agree to the terms and conditions of the Memorandum of Agreement to establish the Tornado Alley Child Exploitation and Trafficking Task Force, TACETT, and hereby certify that they are authorized to bind their agencies thereto.

Date

Kevin Clardy
Sheriff
McCurtain County Sheriff's Office
Idabel, Oklahoma



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

Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Memorandum of Agreement
Date: June 19, 2024

BACKGROUND

During the past year the Coweta Police Department has been working with the U.S. Department of Homeland Security, Tulsa Office in several areas of law enforcement. This includes Child Exploitation. The Coweta Police Department received a request from the DHS office to become a part of the Tornado Alley Child Exploitation and Trafficking Task Force (TACETT) with many other law enforcement agencies across the country.

BENEFITS

Once this agreement is approved and signed our department will become part of the TACETT Task Force which will enable us to investigate, process warrants, and arrest perpetrators outside of our current jurisdiction with the assistance of the U.S. Department of Homeland Security. This will ensure the safety of all our residents to include our children from on-line predators who are currently outside our reach.

COSTS

There is no cost associated with this agreement outside detective pay. The city may at times be able to recover overtime paid to the detective when the detective is working under the jurisdiction of DHS.

STAFF RECOMMENDATION

Staff recommends immediate approval and permission to allow the Chief of Police to sign the Memorandum of Agreement.

ATTACHMENTS

Memorandum of Agreement



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: Carolyn Back, Community Development Director
Re: Resolution 2024-29 for a 15-foot Sanitary Sewer line easement; and a 20-foot water line easement
Date: July 1, 2024

BACKGROUND

Resolution 2024-29 is for a:

1. 15-foot sanitary sewer line easement; and a
2. 20-foot water line easement; on the following property owned by Paul D. Steininger and Cynthia A. Steininger.

A TRACT OF LAND LYING IN PART OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA;

These are the sanitary sewer and water easements that will serve the new Warren Clinic and future development in the area.

STAFF RECOMMENDATION

Staff recommends the City Council adopt Resolution 2024-29, accepting the 15-foot sanitary sewer line easement and the 20-foot water line easement into the City of Coweta public property.

ATTACHMENTS

Resolution 2024-29

Steininger: 15-foot sanitary sewer line easement and 20-foot water line easement.

RESOLUTION NO. 2024-29

A RESOLUTION ACCEPTING AS PUBLIC PROPERTY A 15-FOOT SANITARY SEWER LINE EASEMENT AND A 20-FOOT WATER LINE EASEMENT LOCATED ON PROPERTY OWNED BY PAUL D. STEININGER AND CYNTHIA A STEININGER, HUSBAND AND WIFE, WITHIN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 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 15-foot sewer line easement and a 20-foot water line easement on property owned by Paul D Steinger and Cynthia A. Steinger, husband and wife, and as described in the legal descriptions on those documents (attached as Exhibits A, 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.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta that the utility easements granted by Paul D. Steinger and Cynthia A. Steinger, husband and wife, are now 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 1st day of July 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick Boulden, City Attorney

SANITARY SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **PAUL D. STEININGER and CYNTHIA A. STEININGER, husband and wife**, 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 non-exclusive easement over the following described property located in the City of Coweta, Wagoner County, Oklahoma, to-wit:

See **Exhibit "A"** attached hereto

for the purposes of permitting the construction and maintenance of a sanitary sewer thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; operators of the above-mentioned sanitary sewer, 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 _____ day of June, 2024.

Paul D. Steininger

Cynthia A. Steininger

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF WAGONER)

This instrument was acknowledged before me on this _____ day of June, 2024, by Paul D. Steininger and Cynthia A. Steininger, husband and wife.

My Commission No. _____ expires: _____

Notary Public

ACKNOWLEDGMENT

APPROVED this _____ day of June, 2024.

CITY OF COWETA, OKLAHOMA
a Municipal Corporation

By: _____
Naomi Hogue, Mayor
City of Coweta

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

City Attorney

EXHIBIT "A"

Page 1 of 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4);

THENCE N 01°18'18" W, ON THE EAST LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 359.21 FEET;

THENCE S 89°01'57" W A DISTANCE OF 318.77 FEET TO THE **POINT OF BEGINNING**;

THENCE S 01°33'52" E A DISTANCE OF 15.00 FEET;

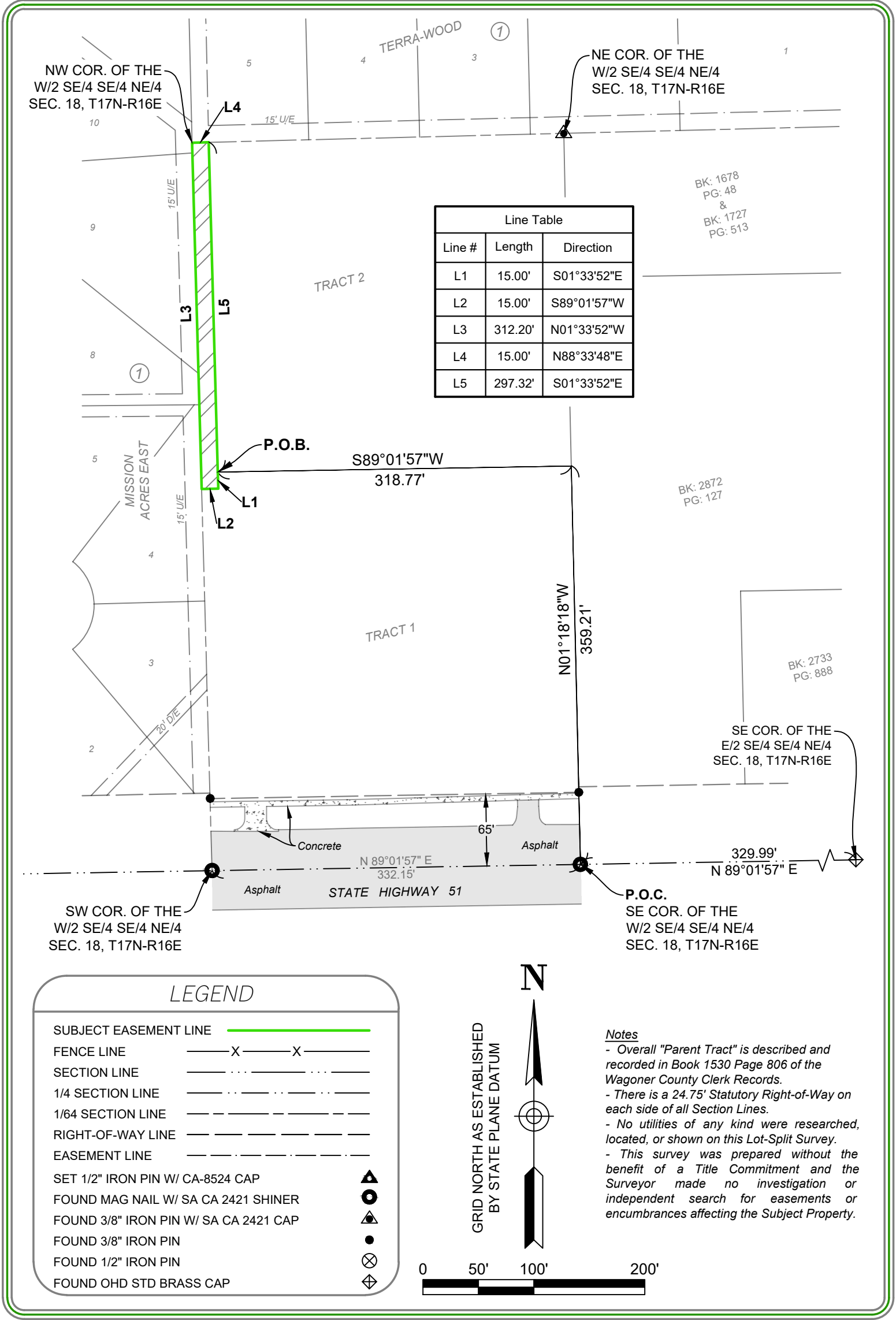
THENCE S 89°01'57" W A DISTANCE OF 15.00 FEET;

THENCE N 01°33'52" W, ON THE WEST LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 312.20 FEET TO THE NORTHWEST CORNER OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4);

THENCE N 88°33'48" E, ON THE NORTH LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 15.00 FEET;

THENCE S 01°33'52" E A DISTANCE OF 297.32 FEET TO THE **POINT OF BEGINNING**.

TRACT CONTAINS 0.108 ACRES (4,684.12 SQ. FT.) AS DESCRIBED.



ELEVATION
LAND SURVEYING

ELEVATION LAND SURVEYING, LLC
8501 SW 15th St., Oklahoma City, OK 73128
405-493-9393 survey@elevationls.com
Certificate of Authorization # 8524

SHANE D. CARROLL
PROFESSIONAL LAND SURVEYOR #1981

SANITARY SEWER EASEMENT
EXHIBIT A PAGE 2 OF 2

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 SE/4 NE/4) OF SECTION 18, T17N-R16E, I.M., WAGONER COUNTY, OKLAHOMA

LOCATION MAP
WAGONER COUNTY, OKLAHOMA

E. 141ST ST S.
S. 289TH E. AVE
S. 305TH E. AVE
E. 151ST ST S.
R 16 E

NW/4 NE/4 SW/4 SE/4

18

EASEMENT LOCATION

REVISION	BY	DATE
No.1	SDC	06/05/24

SCALE: 1"=100'

FINAL DATE: 04/09/2024

FIELD DATE: 03/19/2024

DRAWN BY: JTC

REVIEW BY: SDC

SHEET 2 OF 2

ELS JOB NUMBER: 2023.56

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **PAUL D. STEININGER and CYNTHIA A. STEININGER, husband and wife**, 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 non-exclusive easement over the following described property located in the City of Coweta, Wagoner County, Oklahoma, to-wit:

See **Exhibit "A"** attach hereto

for the purposes of permitting the construction and maintenance of a water line thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; operators of the above-mentioned water 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 _____ day of June, 2024.

Paul D. Steininger

Cynthia A. Steininger

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF WAGONER)

This instrument was acknowledged before me on this _____ day of June, 2024, by Paul D. Steininger and Cynthia A. Steininger, husband and wife.

My Commission No. _____ expires: _____

Notary Public

ACKNOWLEDGMENT

APPROVED this _____ day of June, 2024.

CITY OF COWETA, OKLAHOMA
a Municipal Corporation

By: _____
Naomi Hogue, Mayor
City of Coweta

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

City Attorney

EXHIBIT "A"

Page 1 of 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4);

THENCE N 01°18'18" W, ON THE EAST LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 65.00 FEET TO THE **POINT OF BEGINNING**;

THENCE S 89°01'57" W, ON A LINE BEING PARALLEL WITH AND 65.00 FEET NORTH OF THE SOUTH LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 20.00 FEET;

THENCE N 01°18'18" W A DISTANCE OF 119.08 FEET;

THENCE S 88°41'42" W A DISTANCE OF 30.00 FEET;

THENCE N 01°18'18" W A DISTANCE OF 10.00 FEET;

THENCE N 88°41'42" E A DISTANCE OF 30.00 FEET;

THENCE N 01°18'18" W A DISTANCE OF 165.13 FEET;

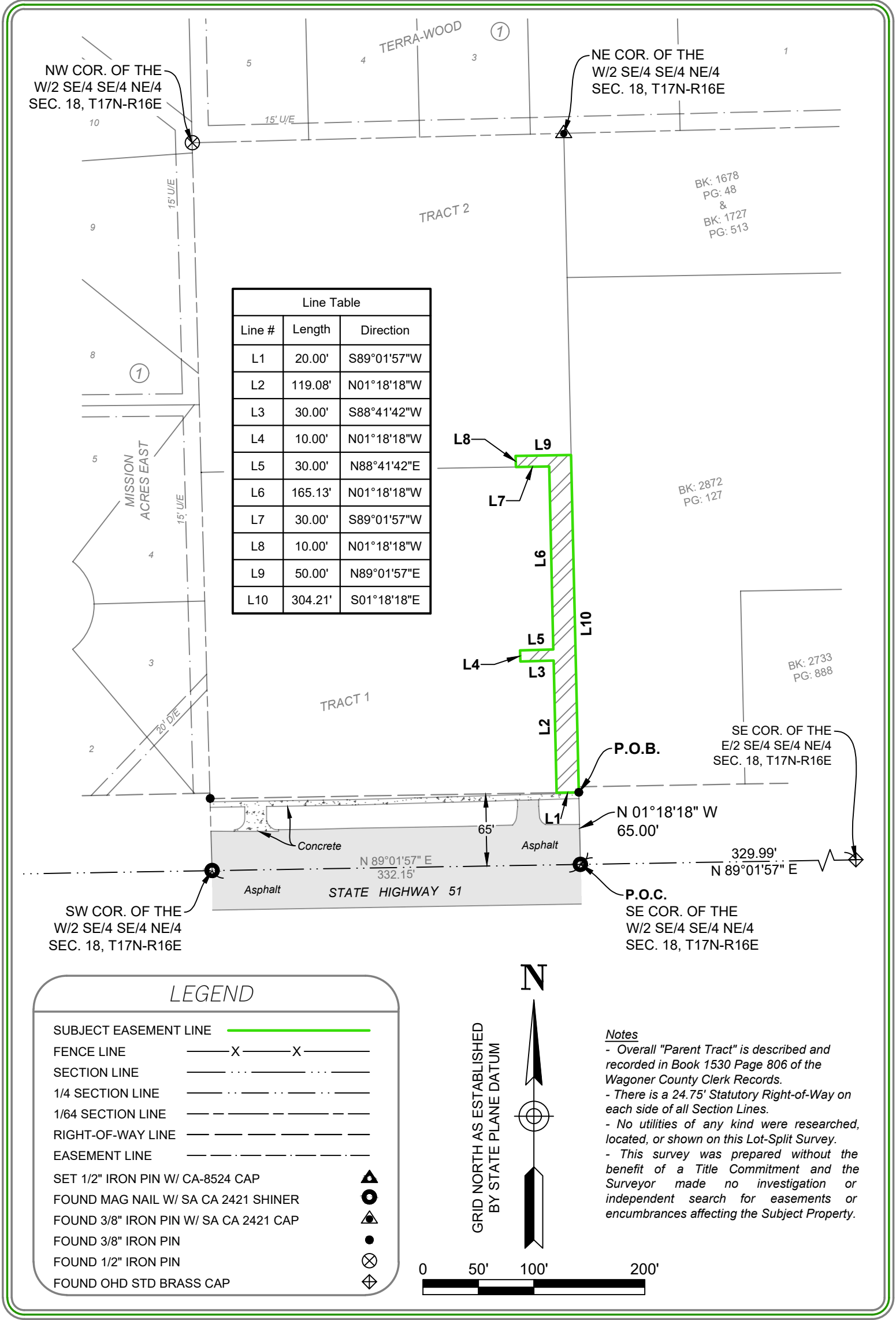
THENCE S 89°01'57" W A DISTANCE OF 30.00 FEET;

THENCE N 01°18'18" W A DISTANCE OF 10.00 FEET;

THENCE N 89°01'57" E A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4);

THENCE S 01°18'18" E, ON THE EAST LINE OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 304.21 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 0.153 ACRES (6,684.10 SQ. FT.) AS DESCRIBED.



ELEVATION
LAND SURVEYING

ELEVATION LAND SURVEYING, LLC
8501 SW 15th St., Oklahoma City, OK 73128
405-493-9393 survey@elevationls.com
Certificate of Authorization # 8524

SHANE D. CARROLL
PROFESSIONAL LAND SURVEYOR #1981

WATER EASEMENT
EXHIBIT A PAGE 2 OF 2

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 SE/4 NE/4) OF SECTION 18, T17N-R16E, I.M., WAGONER COUNTY, OKLAHOMA

LOCATION MAP
WAGONER COUNTY, OKLAHOMA

E. 141ST ST S.
S. 289TH E. AVE
S. 305TH E. AVE
E. 151ST ST S.
R 16 E

NW/4 NE/4 SW/4 SE/4

18

EASEMENT LOCATION

REVISION	BY	DATE
No.1	SDC	06/05/24

SCALE: 1"=100'

FINAL DATE: 03/27/2024

FIELD DATE: 03/19/2024

DRAWN BY: JTC

REVIEW BY: SDC

SHEET 2 OF 2

ELS JOB NUMBER: 2023.56



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: Ronny Dooling, Public Works Director
Re: Purchase of Staff Vehicle
Date: June 27, 2024

BACKGROUND

The Public Works Department has a 2007 Dodge pickup as a staff vehicle. This vehicle is at the end of its useful life and needs to be replaced. The new vehicle will be used by the Streets department

The purchase price of a 2024 Dodge Ram 2500 4X4 Crew Cab pickup from Bob Howard Chrysler Jeep Dodge utilizing the state of Oklahoma purchasing contract SW035 is \$46,679.00. Funds for this purchase would come from the Capital Improvements Budget, 12-5404.015.

Additional equipment, i.e., emergency lights, rubber bed mat, and toolbox to include installation is \$757.50 also using monies from the Capital Improvements Budget, 12-5404.0155.

The total cost of a vehicle with related equipment and graphics is estimated at \$47,436.50.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the vehicle and related equipment at an estimated cost of \$47,436.50.

Attachments:

Vehicle quote from Bob Howard Chrysler Jeep Dodge
Outfitting quote from Performance Truck Outfitters



**BOB HOWARD
CHRYSLER JEEP DODGE**

June 13, 2024

Ronny Dooling

Public Works Director, City of Coweta

30151 S. Highway 51, PO Box 850

Coweta, OK 74429

RE: 2024 Ram 2500 4x4 Crew Cab Pickups (DJ7L91) 149" WB / 6' 4" Bed

Dear Mr. Dooling:

I have attached the specifications and pricing for the requested truck. Pricing is per the
State of Oklahoma Vehicle Contract SW035:

ITEM # 1000009355

¾ Ton Crew Cab Truck

Ram 2500 4x4 Crew Cab Pickups

BASE	\$41,898.00
------	-------------

Options:

ESB	6.4L V-8 Heavy Duty HEMI MDS Gas Engine	Included
DFX	8-Spd Auto 8HP76-LCV Transmission	Included
DTJ/ADB	Four Wheel Drive with Skid Plates	3,000.00
DSA	Limited Slip Rear Axle	495.00
MRU	Mopar Black Side Steps	445.00
BAJ	200 Amp Alternator	145.00
TCP	LT275-70R 18E ON/Off Road Tires	590.00
XHC	Trailer Brake Control	395.00

OPTIONS NOT LISTED (MSRP LESS 5%)

LNC	Clearance Lights (\$95.00 LESS 5%)	90.25
XXS	Upfitter Electronic Module (VSIM) (\$345.00 LESS 5%)	327.75
LMG	Automatic Headlamps	Included
XFR	Class V Receiver Hitch with Trailer Wiring	Included
BNB	Electronic Stability Control	Included
SFB	H.D. Front & Rear Shocks	Included
SHA	Front & Rear Stabilizer Bars	Included
Z7F	10,000# GVWR	Included

BNG	Hill Start Assist	Included
XAC	Parkview Rear Back-Up Camera	Included
GXM	Remote Keyless Entry	Included
NHM	Speed Control & Tilt Steering Wheel	Included
XGM	Tire Pressure Monitoring Display	Included
BNM	Traction Control	Included
UAA	Uconnect 3 with 5" Display Radio with Bluetooth	Included
JP3	Power Windows & Power Door Locks	Included

Total for Truck

\$47,386.00

LESS ADDITIONAL CONSIDERATION

-707.00

TOTAL PRICE FOR TRUCK

\$46,679.00

6.7L Cummins Turbo Diesel is a \$9,795.00 Option

plus —————
total \$56,474⁰⁰

COLOR: PW7 Bright White

INTERIOR: TXX8 HD Vinyl 40/20/40 Front Split Bench Seat with Fold Down

Armrest/Work Station and Fold-Up Rear Bench Seat

Black/Diesel Gray

Thank you and if there are any questions please contact me.



Tom Ayers

Governmental Fleet Sales Manager



www.teampto.com

9330 E. 11th Street
Tulsa, OK 74112
(918) 836.3500
DUNS # 134116123

Price Estimate

Date

Estimate #

6/19/2024

842

**** PRICING VALID FOR 15 CALENDAR DAYS AND THEN SUBJECT TO CHANGE. ****

CITY OF COWETA
RON DOOLING

P.O. No.

Description	Qty	Price	Total
HD RUBBER BED MAT	1	125.00	125.00
UWS ALUMINUM CROSSOVER DEEP TOOLBOX TBSD-69 AND INSTALLATION	1	600.00	600.00
ECCO DIRECTIONAL LED AMBER/WHITE GRILLE MOUNT LIGHT PODS ED5051AW	2	150.00	300.00
ECCO DIRECTIONAL LED AMBER/WHITE SURFACE MOUNT LIGHT PODS ED3794AW	2	125.00	250.00
INSTALLATION	4	60.00	240.00

Subtotal \$1,515.00

Sales Tax (8.517%) \$0.00

Total \$1,515.00



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

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: Acceptance of 2023 Street Improvements - Cypress Street Overlay Project

Date: June 27, 2024

BACKGROUND

The Cypress Street Overlay project is 100% complete and was recently inspected by City staff. The improvements have been constructed according to the approved plans and specifications. The work was constructed at a final cost of \$65,073.00.

Staff are in possession of the required one-year maintenance bond for the construction cost. The City will assume maintenance of the improvements upon expiration of the one-year period once the improvements have been accepted by the Coweta City Council.

STAFF RECOMMENDATION

Staff recommends acceptance of the Cypress Street Overlay project completed by Paragon Contractors, LLC. through the adoption of Resolution 2024-31.

ATTACHMENTS

Resolution 2024-31

Maintenance Bond

RESOLUTION 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ACCEPTING THE COMPLETION OF STREET IMPROVEMENTS ON CYPRESS STREET AS PART OF THE 2023 STREETS IMPROVEMENT PROJECT.

WHEREAS, the City of Coweta contracted with Paragon Contractors, LLC. to perform street improvements on Cypress Street in the City of Coweta; and

WHEREAS, upon completion of the work, the project was inspected and approved by the Public Works Director; and

WHEREAS, the City is in possession of the required one-year maintenance bonds and is prepared to assume maintenance of the improvements upon expiration of the one-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA THAT:

Section 1. The City Council of the City of Coweta moves to accept the construction and improvements that were completed related to the 2023 Street Improvement project and has made/authorizes final payment to Paragon Contractors, LLC.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 1ST DAY OF JULY 2024.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, City Attorney

ATTEST:

Marcy Kilgore, City Clerk

MAINTENANCE BOND

No. 800158720

KNOW ALL MEN BY THESE PRESENTS, THAT WE Paragon Contractors, L.L.C.
as Principal and **Atlantic Specialty Insurance Company**, a
New York Corporation, having its principal place of business in the City of Plymouth and State of Minnesota as Surety,
are held and firmly bound unto _____
The City of Coweta, OK

as Obligee, in the penal sum of Sixty-five Thousand Seventy-three and 00/100

Dollars (\$ **65,073.00**), lawful money of the United States of America,
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these present.

SIGNED, sealed and dated this 11th day of June, 2024.

WHEREAS the said Principal has constructed certain improvements described as follows:

**Cypress St.: 2" Overlay from Broadway to Old Main to include replacing failed culvert
on the south side of Cypress and Old Main intersection**

WHICH said improvements have been constructed to conform with specifications prepared by:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if paid in full under the contract, the said
Principal shall maintain said improvements for a period of one (1) year from the date of substantial completion of the
work, against any failure due to defective workmanship or materials, then this obligation shall be null and void.

The Obligee, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs
required to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any
such notice, be allowed a reasonable period of time in which to make any such repairs.

Paragon Contractors, L.L.C.

(Principal)

By:

DALE FORREST, MANAGING MEMBER

Atlantic Specialty Insurance Company

By:

Jacqueline L. Drey (Attorney-in-Fact)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **David A. Dominiani, Jacqueline L. Drey, Maura P. Kelly, Joan Leu, Sharon K. Murray, Kevin J. Stenger**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

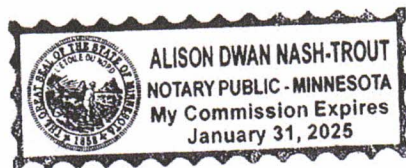
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of June, 2024.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



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

Memorandum

To: Honorable Mayor, Members of the City Council
From: Julie Casteen, City Manager
Re: Proposed Ordinance 885
Date: 6/28/24

BACKGROUND

The attached Ordinance 885 revises Title 10, Chapter 10-3 of the Coweta City Code to incorporate recycling into the City's solid waste program. It also requires the use of a polycart to contain residential solid waste. The solid waste cart and the recycling cart will both be provided by the contractor.

An additional item of note is the change in time that the cart must be placed at the curb. Currently, citizens are required to have their trash at the curb by 7:00 a.m. The contractor has requested a change to 6:00 a.m. to allow workers to begin earlier in the summer months.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance 885.

ATTACHMENTS

Proposed Ordinance 885

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 885

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING TITLE 10, "PUBLIC SERVICES", CHAPTER 10-3, "SOLID WASTE COLLECTION AND DISPOSAL"; AMENDING THE TITLE OF CHAPTER 10-3 TO "SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING"; ADDING DEFINITIONS TO SECTION 10-3-1 FOR "AUTHORITY, "RECYCLABLE MATERIAL" "RECYCLING", "REFUSE", AND "SOLID WASTE"; AMENDING SECTION 10-3-2 TO REQUIRE THE COWETA PUBLIC WORKS AUTHORITY TO DIRECT THE OPERATION OF A SOLID WASTE COLLECTION, RECYCLING, PROCESSING, AND DISPOSAL SYSTEM FOR THE CITY; AMENDING SECTION 10-3-6 TO REQUIRE THE USE OF APPROVED NINETY-FIVE (95) GALLON POLYCARBONATE CONTAINERS FOR DISPOSAL AND RECYCLING OF SOLID WASTE; AMENDING SECTION 10-3-9 THROUGH 10-3-11 TO ADDRESS RECYCLING IN THOSE PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. *That Coweta City Code, Title 10 "Public Services," Chapter 10-3, titled "Solid Waste Collection and Disposal", Sections 10-3-1 through 10-3-13 be and the same are now amended to read as follows:*

"CHAPTER 10-3 SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING

10-3-1 Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authority means the Coweta Public Works Authority, an Oklahoma public trust, including the Authority's officers, employees, and agents.

Collectible residential solid waste means solid waste generated within or emanating from a residential dwelling unit and placed in one or more solid waste collection containers serviced mechanically or semi-mechanically for loading into a solid waste collection vehicle, the usage of which is exclusive to and under the direct control of the occupants of the residential dwelling unit.

Commercial solid waste and nonresidential solid waste means all solid waste generated within or emanating from any structure which is not a residential dwelling unit where the usage of the structure may be characterized as commercial, industrial, or institutional in

nature. Structures generating commercial solid waste shall include, but are not limited to, office buildings, government offices, retail establishments, manufacturing plants, grocery stores, shopping centers, hotels and motels, warehouse facilities, schools, colleges, places of worship, medical facilities and nursing homes, food services including full service and fast food restaurants, taverns and bars, entertainment, recreation, leisure, sports and convention facilities; and shall also include apartment buildings, condominiums, rooming houses, mobile home parks, and other multifamily structures having four or more units where the solid waste collection containers are used jointly by the occupants of such structures so that no single occupant has exclusive use, and where such containers are serviced mechanically or semi-mechanically for loading into the solid waste collection vehicle, and where each unit within the multifamily structure is not serviced or billed directly through an individual water meter.

Garbage and trash means refuse consisting of wastepaper, broken ware, discarded shoes and clothing, tin cans, bottles, grass cuttings, shrub trimmings, paper boxes and cartons, and floor sweepings from dwellings, businesses, or industrial establishments. The term 'garbage and trash' shall also mean a normal accumulation by resident families or commercial establishments of matter, the accumulation of which may create a nuisance or be offensive to sight or smell. The term 'garbage and trash' shall not include noncollectible residential solid waste.

Noncollectible residential solid waste means and includes poisons, acids, explosives, body waste, automobile frames, large bulky objects such as stoves, refrigerators, furniture, large trees or limbs, and materials which may cause damage to collection equipment or personal injury to collectors, dirt, rocks or debris resulting from construction or repairs of premises, animal excreta or any article or substance that is soiled by human or animal excreta that has not been wrapped and tightly sealed in moisture-proof paper prior to placement for collection; refuse which has been combined or mixed with any of the above-mentioned items; and hazardous waste of any kind which can include, but is not limited to, oil, gas or diesel fuels, car batteries, tires, medical waste, paint, and roofing material.

Person means every natural person, firm, partnership, association, or corporation.

Recyclable material means material that has reached the end of its useful life which can be processed and utilized in the production of new products by recycling, and which has been determined by the City to be acceptable for recycling. These materials include, but are not limited to:

1. Cardboard, newspaper, magazines, graded paper, mixed office paper, wood;
2. Clear and brown- or green-colored glass;
3. Durable and non-durable plastics, including plastic polyethylene terephthalate (PET) and high-density polyethylene #2 (HDPE);
4. Metals, including aluminum, copper, steel, bi-metals and ferrous metals; and
5. Any other materials or substances identified as recyclable by the City Manager.

Provided these materials shall not include: styrofoam; garbage; batteries; light bulbs; yard waste; ceramics; window glass; drinking glasses; plastic bags; toys; garden hoses; electronics; clothing; paint; lubricants; hazardous waste, as defined by federal and state regulations, or other waste that poses a substantial or potential threat to public health or the environment.

Recycling means a series of activities by which material is processed into materials utilized in the production of new products.

Refuse means the same as 'garbage and trash' and 'solid waste'.

Residential dwelling unit means any structure used principally as a place of habitation with facilities for living, sleeping, eating, cooking and off-street parking, whether owned or rented by the occupants, and shall include any single-family house as one unit, and duplex as two units, and any triplex as three units. Any garage apartment, and any mobile home, apartment, townhouse or condominium unit shall be included as one unit so long as each is serviced and billed for water through an individual water meter for each unit, and the occupants have available one or more solid waste collection containers associated with each unit and maintained by or intended for the exclusive use of the occupants.

Solid waste shall mean all putrescible and non-putrescible garbage and trash in solid, semisolid, or liquid form including, but not limited to, solid or semisolid residential, commercial, and nonresidential solid waste, garbage and trash. The term 'solid waste' shall not include noncollectible residential solid waste.

10-3-2 City Powers and Public Trust Delegations

- A. The City reserves to itself the exclusive right, privilege, and authority to regulate the collection, removal, disposal and recycling of all solid waste within the corporate limits of the City.
- B. In exercise of the City's exclusive right, privilege, and authority, the Authority is delegated and directed to take such measures as are necessary to assure the collection, removal, transportation, and disposal of all solid waste and recyclable materials. The Authority shall operate or cause to be operated a solid waste collection, recycling, processing, and disposal system for the City.

10-3-3 Duty To Request Garbage And Trash Service

To assist in maintaining the general sanitation and health of the City, it shall be the duty of every person occupying or having control of the occupancy of any premises located in the City to notify the City Clerk at the beginning of such occupancy and request, accept and use the garbage pick-up collection service. By such request, and/or accepted use, the applicant shall grant to the City permission to go upon the premises for the purpose of removal of garbage and trash; provided the failure of any owner, rental agent, or

occupant of such premises to make such request shall not prevent nor in any way impair or impede the City from adding the address of such premises to the proper garbage collection records and providing such service and otherwise enforcing by appropriate actions the regulatory measures prescribed in causing the fee or charge to be paid.

10-3-4 Security Deposit

A security deposit an amount set by the City Council by resolution shall be assessed and collected at the time of initiation of service for any new customer of the refuse service. The amount shall be held as security for payment of charges accrued and shall be reimbursed upon termination of the service if all amounts due and owing have been paid.

10-3-5 Accumulation Of Garbage, Trash And Rubbish; Foul Substances

- A. No person shall deposit or place any garbage, trash or rubbish in any alley, street, or other public place within the City, nor shall any owner, occupant, or other person having control of any building, private way, yard, or other private premises within the corporate limits of the City allow or permit any accumulation of old newspaper, rags, broken boxes, weeds, grass or other inflammable rubbish or waste, to be or remain in or upon such building, private way, or other place which is connected or adjacent, unless the same shall be enclosed in suitable containers.
- B. No person shall be allowed to permit water or other putrid substances, whether animal or vegetable, to accumulate or cause them to emit an offensive odor or create a condition dangerous to the health of any person.

10-3-6 Container Requirements

- A. Refuse deposited for collection shall be placed in a securely fastened garbage bag and in a container. Approved containers shall be a one (1) 95-gallon polycart for solid waste and one (1) 95-gallon polycart for recyclables.
- B. If one container is not sufficient to hold the quantity of solid waste accumulated between collections, additional polycarts may be provided for any resident who wishes to pay an additional monthly fee for each additional cart of waste to be collected. Any bags of trash not placed in the polycart must be scheduled for collection directly with the contractor and shall be paid for in advance at rates approved by the City Council by resolution.
- C. Items such as furniture, appliances and other household items that will not fit into the polycart will be picked up by special request of the owner/occupant and must be scheduled for collection directly with the contractor and shall be paid for in advance at rates approved by the City Council by resolution.
- D. Garbage and trash containers shall be located at a single place on each premises, which shall be easily accessible to the street or alley from which the collections

are made. Residential trash shall be placed at its required location before 6:00 a.m. on the regularly scheduled collection day as set by the City. Garbage containers, solid waste or other collection debris shall not be placed at the collection point more than twenty-four (24) hours prior to the scheduled collection day. All containers must be removed from the collection location no later than twelve (12) hours after collection.

10-3-7 Frequency Of Collection

Garbage and trash shall be collected from the residents and each business, commercial, or nonresidential site at such intervals and with such frequency as prescribed by the City Manager and approved by the City Council.

10-3-8 Uncollected Garbage And Trash A Nuisance

Fermenting, putrefying or odoriferous garbage in containers uncollected or dumped in the open due to failure to provide adequate containers or pay the garbage service fee as provided in this chapter, or to improve type, placement, or maintenance of containers, shall be a public nuisance and a violation of City ordinances.

10-3-9 Collection Vehicles

All vehicles used in collection, removal or disposal of garbage, trash and recyclable materials shall be so constructed as to prevent spilling, blowing or falling off while being transported in such vehicles, shall at all times be subject to inspection by any person duly authorized to enforce the provisions of this chapter and if found to be defective or unsatisfactory for such service, shall not be used until the defect is rectified and the use of the vehicle approved by such official.

10-3-10 Unlawful Removal Of Trash And Refuse; Scavenging

It shall be unlawful for any person other than a City refuse collector or private contractor with the City, properly appointed by the City, to remove, displace, uncover or otherwise disturb any solid waste and recyclable materials container or its contents.

10-3-11 Removal And Disposal Fees

All solid waste and recycling customers shall be assessed a monthly fee as set by the City Council by resolution. Charges will be billed monthly on the customers' City utility bill and shall be subject to all of the provisions governing the payment and collection of water bills.

10-3-12 Bills For Service; Delinquencies

- A. The charges established by the collection of residential and/or commercial solid waste shall be billed to each user monthly, along with a bill for water and other

utility services and penalties as are now or may be established for utilities. No charge shall be made for collection service during periods when the premises is disconnected from water service; provided, however, that in those cases where water service is obtained from a source other than directly from the City, no allowance shall be made for vacancy or nonuse until written notification of such vacancy is given to the City Clerk and then and only when such vacancy is longer than one full bill period.

- B. In the event that any person, firm or corporation shall tender its payment for utility services provided by the City, and the amount tendered is insufficient to pay in full all of the charges so billed, credit shall be given first to water charges, second to charges for sanitary sewer service, third to ambulance fees, and fourth to refuse collection service.
- C. In the event any utility account shall become delinquent, water services may be terminated by the City until all delinquent charges are paid in full.
- D. The provisions for collection provided in this chapter shall be in addition to any rights and remedies which the City may have under the laws of the state.
- E. The person, firm, or corporation responsible for payment of other utility service charges for any place or establishment shall be billed and be responsible for payment of all refuse service charges/fees to the premises, whether such service be for residential or commercial/industrial trash services.
- F. The refuse charges assessed by the City on the City utility statement will become delinquent as stated on the utility bill.

10-3-13 Violation; Penalty

Any person who violates the provisions of this chapter shall be guilty of an offense and, upon conviction, shall be fined as provided in Coweta City Code, Section 1-4-1."

Section 2. SEVERABILITY CLAUSE. That if any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety and for this reason this ordinance shall become effective immediately from and after its adoption and approval.

ADOPTED, by the City Council with the Emergency Clause voted upon and approved separately, on this _____ day of _____ 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick Boulden, City Attorney



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

Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: Resolution Pledging Sales Tax Revenues
Date: June 28, 2024

BACKGROUND

In connection with the Series 2016 A Refunding Bonds issued by the Coweta Public Works Authority (“the Authority”) as of November 1, 2016, the City and the Authority entered into a certain Sales Tax Agreement whereby the City pledged its sales tax revenues to support the debt service requirements of the Coweta Public Works Authority.

Based on Oklahoma law regarding the encumbrance of annual revenues, the Coweta City Council must annually renew this agreement by resolution.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2024-26.

ATTACHEMENTS

Resolution 2024-26

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-26**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; WHEREBY THE CITY OF COWETA, OKLAHOMA, AGREES TO MAKE PAYMENTS TO THE COWETA PUBLIC WORKS AUTHORITY IN AMOUNTS SUFFICIENT TO PAY PRINCIPAL AND INTEREST ON THE AUTHORITY’S 2016 UTILITY SYSTEM REVENUE BONDS.

WHEREAS, the City Council of Coweta, Oklahoma, (hereinafter called the “City”), and the Coweta Public Works Authority, an Oklahoma public trust (hereinafter called the “Authority”), entered into a certain Sales Tax Agreement (hereinafter called the “Agreement”), whereby the City agrees to make payments to the Authority in the amounts sufficient to pay when due principal and interest on the Authority’s Utility Revenue Bonds, \$23,980,000 Tax Exempt Refunding Series 2016A, and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the City of Coweta, Oklahoma, ending June 30, 2025; and

WHEREAS, all things required to have been done to make the Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA:

Section 1. The Agreement between the City and the Authority, whereas the City agrees to make payments to the Authority in the amounts sufficient to pay principal and interest on the Authority’s Utility System Revenue Bonds, is hereby ratified and affirmed by the governing body of Coweta, Oklahoma, for the fiscal year ending June 30, 2025.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 1ST DAY OF JULY 2024.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, City Attorney
ATTEST:

Marcy Kilgore, City Clerk



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

Memorandum

To: Honorable Mayor and City Council
Honorable CIDA Chairman and Trustees

From: Julie Casteen, City Manager

Re: 1843 on Broadway Incentive Agreement with 918 Holdings, LLC

Date: June 26, 2024

BACKGROUND

1843 on Broadway has become a cornerstone of our local dining scene since opening in 2019. With the aim of expanding their operations to accommodate more guests, 918 Holdings, LLC is planning to enlarge their restaurant to double its present size by expanding into the adjacent building. This expansion is expected to create 25 new jobs and increase the restaurant's annual revenue by 30%. The proposed sales tax incentive agreement presents an opportunity to support local business growth while ensuring long-term benefits for our community.

Benefits to the Community:

- **Job Creation:** The expansion will create new employment opportunities, contributing to the local economy.
- **Increased Revenue:** With a larger operation, the restaurant is projected to generate higher sales, leading to increased sales tax revenue in the long term.
- **Enhanced Dining Experience:** The expansion will enable 1843 to offer a more diverse menu as well as expanded entertainment opportunities, attracting more residents and visitors to our Broadway District.

Terms of Agreement:

- The sales tax rebate will allow 918 Holdings to receive a rebate of 50% of the general sales tax collected over a period of five years.
- The rebate will be capped at \$150,000. This incentive would assist in offsetting the initial costs associated with the expansion, including design work, construction, and equipment.
- The incentive will kick in on September 9, 2025 when their existing agreement expires, provided a certificate of occupancy for the new space has been issued.

STAFF RECOMMENDATION

Staff recommends approval of the incentive agreement with 918 Holdings, LLC for an amount not to exceed \$150,000 and not to exceed five years, using one and one-half cents of every three cents the City collects in general sales tax from 1843 on Broadway as the funding source.

ATTACHMENTS:

Incentive Agreement

AGREEMENT

The Agreement dated as of July 1, 2024, is entered into by the Coweta Industrial Development Authority (“Authority”), an Oklahoma Trust Authority, and the City of Coweta, Oklahoma (“City”), an Oklahoma Municipality, jointly (“Coweta”), and 918 Holdings, LLC, an Oklahoma Limited Liability Company (“Company”).

RECITALS

1. The Company intends to develop and use real property located within the City of Coweta, Wagoner County, State of Oklahoma (“Property”), more particularly described as follows:

Lot 11, Block 52, New Coweta City,

and

Lot 12, Block 52, New Coweta City,

2. The Property has the proper zoning for the proposed use.
3. The Company desires to expand and maintain a dining establishment in downtown Coweta located at 124 S Broadway Avenue, Coweta, Oklahoma (“Facility”), to be combined with property located at 120 S Broadway Avenue, Coweta, Oklahoma.
4. Coweta, by approval of this agreement, has made a legislative decision that a public purpose exists that supports the award of a sales tax rebate to Company. The benefits to the public include, but are not limited to:
 - (a) The redevelopment of property that has remained underutilized for a number of years, without significant economic activity;
 - (b) The creation of new jobs, with employment opportunities for the residents of the City;
 - (c) The creation of additional sales tax opportunities, both as a direct result of the development and indirectly to the surrounding businesses that will benefit from the increased economic activity in the area;
 - (d) Additional dining and entertainment opportunities for the residents of the City for the purpose of improving the quality of life of the residents of the City;
 - (e) The City by approval of this agreement finds that there is a direct relationship between the amount of sales taxes generated by the Company and the economic benefit, jobs benefit, and quality of life benefit realized by the residents of the City.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Coweta and the Company agree as follows:

- A. City agrees that the Property may be used for the operation and maintenance of a dining facility. Company agrees that during the term hereof the Property will be used solely for the operation and maintenance of a dining facility.
- B. Sales Tax Contribution. For a period commencing on the Sales Tax Contribution Commencement Date (as hereinafter defined), and continuing until the expiration of the Term of this Agreement, (as hereinafter defined), the Authority shall pay to the Company an amount equal to one and one-half cent (\$0.015) from every three cents (\$0.03) of the collected City-imposed Sales Tax established by Ordinances 1969-1, 249 and 330 that the City receives in sales tax generated at the above-mentioned Facility location (the “Sales Tax Contribution”). For clarity, the amount to be rebated shall be the equivalent of \$.015 of every \$1.00 of sales generated by said Company. The sole and only funding for this Agreement shall be the Sales Tax Contribution and will be contingent upon the annual appropriation of budgetary funding by the Coweta City Council during the Term of the Agreement. The Company will utilize the Sales Tax Contribution monies solely for purposes as are authorized under the Local Development Act, 62 O.S. Section 850 et seq. City shall be provided reasonable access to the Property and afforded an opportunity to inspect same as well as the operations thereon to ensure that the uses of the property are consistent with the general purposes of the Sales Tax Contributions.

Provided, the Sales Tax Contribution:

- (1) Shall apply solely to the sales taxes generated at the Facility.
- (2) Shall commence on September 9, 2025, provided a certificate of occupancy has been issued for the expanded dining area. If the certificate of occupancy has not been issued by such date, the contribution will begin when the City first receives sales tax from the Company doing business on the Property after the certificate of occupancy has been issued (the “Sales Tax Contribution Commencement Date”).
- (3) Shall be paid by the City to the Company within thirty (30) days of each receipt by the City of its share of the additional sales tax paid to the State of Oklahoma by persons doing business on the Property after the Sales Tax Contribution Commencement Date.
- (4) Shall not be reduced or offset by the City at any time but will be subject to annual budgetary appropriation by the Coweta City Council. It is hereby acknowledged that under Oklahoma Law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year; provided that the payment of the Sales Tax Contribution as set out herein is subject to annual

appropriation by the City, and provided further that since the levy, collection and use of the sales tax revenue was approved by a majority of the voters voting at elections held for such purpose, the voters have the power to revoke the same.

- (5) Shall continue to be one and one-half cent (\$0.015) as stated above without regard to whether the total City sales tax is increased or decreased during the term hereof.
- (6) Shall cease at the earlier of the end of a Term of five (5) years, or whenever Company has been reimbursed a total of one hundred fifty thousand dollars (\$150,000), whichever shall occur first.

Records. The City shall maintain accurate records of all sales tax revenue received by the City directly for sales made by Company at the Facility (the "Sales Tax Revenue"), as defined by the Vendor number assigned by the Oklahoma Tax Commission and confirmed by actual sales tax payments by the Company. The City shall provide the Company with a written summary of the Sales Tax Revenue concurrently with delivery of payment from the City to the Company required by this Agreement. During normal business hours of the City, the Company shall have the right to inspect any and all such records, unless restricted by the Oklahoma Tax Commission, and to obtain an accounting and/or audit of such records, at the sole cost of the Company. It shall be the responsibility of the Company to provide proof of sales tax payments to the City to ensure the rebate is paid correctly.

C. Miscellaneous.

- (1) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- (2) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- (3) Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (4) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (5) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.
- (6) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- (7) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City of Coweta
ATTN: Julie Casteen, City Manager
P.O. Box 850
Coweta, OK 74429-0850

918 Holdings, LLC
ATTN: Joe Howard
603 S. Elm Pl
Broken Arrow, OK 74012

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication on a business day before 5:00 p.m., or three (3) days after being placed in the U.S. Mail, if mailed.

- (8) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- (9) The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

- (10) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF THE CITY, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO THE CITY FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.
- (11) The language in all parts of this Agreement shall be in all cases construed simply according to its full meaning and not strictly for or against any of the parties hereto. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision therein.
- (12) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to “paragraphs” or “¶” are to paragraphs of this Agreement, unless otherwise specifically provided.
- (13) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns as long as any successor company is an entity whose primary activity is taxable retail sales. Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.
- (14) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ____ day
of July, 2024.

918 HOLDINGS, LLC

By: _____
Joe Howard, Managing Member

THE CITY OF COWETA, OKLAHOMA,

Naomi Hogue, Mayor

THE COWETA INDUSTRIAL DEV. AUTH.,

Naomi Hogue, Chair

ATTEST:

Marcy Kilgore, City Clerk/Trust Secretary



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: McKay Hale, Assistant City Manager
Re: Supplemental Appropriations for Governmental Funds
Date: June 28, 2024

BACKGROUND

City Project Appropriation requests include:

An appropriation of \$177,317 is necessary to provide funding that pertains to a Transportation Alternatives Program (TAP) project through INCOG. These funds will assist with pedestrian safety improvements along the Pecan Street pedestrian route from Broadway to 305th E Avenue.

Other supplemental requests include:

The police department has received a donation from the Fraternal Order of Police Coweta, #192. The order has decided to contribute funds to offset operating costs for the department's newly acquired K9 officer. This receipt will assist in purchasing necessary operating supplies to support this function within the department. Additionally, the purchase requires approval for appropriation from the council, as it was not included in the city's 2024-2025 adopted budget earlier this month.

See below for additional information:

	<u>Supplemental Appropriation</u>	<u>Fund/Dept</u>
<u>Revenues:</u>		
FOP Donation	\$6,000	General Fund

	<u>Supplemental Appropriation</u>	<u>Fund/Dept</u>
<u>Expenditures:</u>		
Animal Supplies for K9	\$6,000	General Fund/Police
Pecan/Broadway/305 th E Ave	\$177,317	Capital Improvement Fund/Streets

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2024-30.

ATTACHMENTS:

Resolution 2024-30

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-30**

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, 2025.

WHEREAS, the City of Coweta has received monies not anticipated that have not been appropriated in the budget for fiscal year 2024-2025; and

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2024-2025; and

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 THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL THAT THE FOLLOWING SUPPLEMENTAL APPROPRIATIONS BE MADE:

Fund	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND	REVENUE AMOUNT	REVENUE ACCOUNT
						BALANCE AMOUNT		
General Fund	01-5207.007	Transfer Out - General Fund	\$ 6,000	Animal Supplies for K9	Transfer In - General Fund		\$ 6,000	01-04.03.80
		Total General Fund	\$ 6,000			\$ -	\$ 6,000	
Capital Impr Fund	12-5411.015	Infrastructure	\$ 177,317	Pecan/Broadway/30 5 E Ave	Fund Balance	\$ 177,317		
		Total Capital Improvement Fund	\$ 177,317			\$ 177,317		

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 1ST DAY OF JULY 2024.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, City Attorney

ATTEST:

Marcy Kilgore, City Clerk