



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, AUGUST 5, 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. PLEDGE OF ALLEGIANCE
- III. ROLL CALL

NAOMI HOGUE_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

JOE CASH_____

RANDY WOODWARD_____

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

- V. CITY MANAGER REPORT
- VI. COMMUNITY DEVELOPMENT DIRECTOR REPORT
- VII. EMPLOYEE INTRODUCTIONS

BRAXTON – K9

MATTHEW WELDIN – DEPUTY FIRE CHIEF

TRISTON WILLIS – FIREFIGHTER

DAVID ANAYA – VOLUNTEER FF

MICHAEL BYFORD – VOLUNTEER FF

RYAN GREENWOOD – VOLUNTEER FF

JOHN HOWELL – VOLUNTEER FF

DAKODA STACH – PARKS

MICHEAL SOUTH – STREETS

VIII. CORRESPONDENCE

1. LETTER FROM ROBERT JOHNSTON - OKLAHOMA MUNICIPAL RETIREMENT FUND A-LARGE TRUSTEE NOMINEE

Documents:

[LETTER FROM ROBERT JOHNSTON- OKMRF AT-LARGE TRUSTEE.PDF](#)

2. LETTER FROM KAMIE BROOKSHIRE - OKLAHOMA MUNICIPAL RETIREMENT FUND A-LARGE TRUSTEE NOMINEE

Documents:

[LETTER FROM KAMIE BROOKSHIRE- RUNNING FOR OKMRF A-LARGE TRUSTEE.PDF](#)

IX. PRESENTATIONS

1. QUESTION AND ANSWER SESSION - WATER QUALITY ISSUES
2. DAN SIMON - PROPERTY EXCHANGE

X. 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 REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JULY 1, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240701-COUNCIL MINUTES.PDF](#)

2. COWETA FALL FESTIVAL VENDORS
APPROVAL OF THE WAIVER OF LICENSE FEES AND BACKGROUND CHECKS REQUIRED BY ORDINANCE NO. 857 FOR COWETA CHAMBER OF COMMERCE REGISTERED VENDORS PARTICIPATING IN THE COWETA FALL FESTIVAL SEPTEMBER 12TH THROUGH THE 14TH, 2024. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT- FALL FESTIVAL VENDORS.PDF](#)

3. ROAD CLOSURE - COWETA FALL FESTIVAL
APPROVAL OF A REQUEST FROM THE COWETA CHAMBER OF COMMERCE FOR THE CLOSURE OF HIGHWAY 72 AND CERTAIN CITY STREETS FOR EVENTS RELATED TO THE COWETA FALL FESTIVAL FROM SEPTEMBER 11TH, 2024 TO SEPTEMBER 15TH, 2024. (JULIE CASTEEN, CITY MANAGER)

Documents:

[2024 FALL FESTIVAL STREET CLOSURE REQUEST.PDF](#)

4. APPOINTMENT OF RECEIVING AND REQUISITIONING PERSONNEL

APPROVAL OF THE APPOINTMENT OF ASSISTANT CITY MANAGER MCKAY HALE AND FIRE CHIEF BRIAN WOODWARD TO SERVE AS RECEIVING OFFICERS AND DEPUTY FIRE CHIEF MATTHEW WELDIN AND FIRE MARSHAL JEFF WALLER TO SERVE AS REQUISITIONING OFFICERS FOR PURCHASES UTILIZING THE WAGONER COUNTY SALES TAX ACCOUNT, AND DIRECTION TO THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT- WAGONER COUNTY FIRE TAX REQUISITIONING AND RECEIVING OFFICERS.PDF](#)
[FY25 MASTER RECEIVING OFFICERS DESIGNATION FORM.PDF](#)
[FY25 MASTER REQUISITIONING OFFICERS DESIGNATION FORM.PDF](#)

5. COWETA PUBLIC LIBRARY BOARD APPOINTMENT

CONFIRMATION OF THE APPOINTMENT OF SUE COKER TO THE COWETA PUBLIC LIBRARY BOARD BY THE MAYOR OF THE CITY OF COWETA, OKLAHOMA TO FILL THE VACANT UNEXPIRED TERM ENDING JUNE 1, 2026. (JULIA STEPHENS, LIBRARY DIRECTOR).

Documents:

[240805-LIBRARY BOARD APPOINTMENT OF SUE COKER.PDF](#)

XI. CONSIDER ITEMS REMOVED FROM CONSENT

XII. ADMINISTRATION

1. OKLAHOMA MUNICIPAL RETIREMENT FUND AT-LARGE TRUSTEE ELECTION

DISCUSSION AND CONSIDER ACTION RELATED TO THE CASTING OF A VOTE FOR A NOMINEE TO SERVE AS THE OKLAHOMA MUNICIPAL RETIREMENT FUND AT-LARGE TRUSTEE. (JULIE CASTEEN, CITY MANAGER)

Documents:

[OKMRF NOMINATIONS FOR AT-LARGE POSTION.PDF](#)
[240805-RESO 2024-34 OKMRF BALLOT.PDF](#)

2. METROPOLITAN ENVIRONMENTAL TRUST ANNUAL ASSESSMENT

DISCUSS AND CONSIDER APPROVAL OF THE PAYMENT OF THE FISCAL YEAR 2024-2025 ANNUAL ASSESSMENT FOR THE METROPOLITAN ENVIRONMENTAL TRUST IN THE AMOUNT OF \$27,704.00. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT- MET ANNUAL ASSESSMENT.PDF](#)

3. METROPOLITAN ENVIRONMENTAL TRUST REPRESENTATION

APPROVAL OF THE APPOINTMENT OF MCKAY HALE, ASSISTANT CITY MANAGER, AS THE CITY'S REPRESENTATIVE TO THE METROPOLITAN ENVIRONMENTAL TRUST BOARD OF DIRECTORS. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT- M.E.T. REPRESENTATIVE.PDF](#)

4. JOINT RESOLUTION 2024-35 AGENDA POLICY

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2024-35, 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; ADOPTING AN AGENDA POLICY.
(JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT - AGENDA POLICY.PDF](#)
[240805-RESO 2024-35 AGENDA POLICY.PDF](#)
[AGENDA REQUEST FORM \(PDF\).PDF](#)

5. CEMETERY SOFTWARE AGREEMENT

DISCUSS AND CONSIDER APPROVAL OF AN AGREEMENT WITH PLOTBOX, INC. FOR THE LICENSING AND IMPLEMENTATION OF A CEMETERY SOFTWARE SOLUTION IN AN ANNUAL AMOUNT NOT TO EXCEED TWENTY-ONE THOUSAND (\$21,00.00), FUNDED IN THE CEMETERY FUND, ACCOUNT 03-5400.070, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE AGREEMENT. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT- CEMETERY PLOTBOX SOFTWARE.PDF](#)
[COWETA STATEMENT OF WORK.PDF](#)
[PLOTBOX GENERAL TERMS - USA.PDF](#)

6. CROSSROADS COMMUNICATIONS AGREEMENT

DISCUSS AND CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CROSSROADS COMMUNICATIONS, LLC FOR PUBLIC RELATIONS CONSULTING AND DIRECTION TO THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-CROSSROADS COMMUNICATIONS CONTRACT.PDF](#)
[240805-STAFF REPORT - CROSSROADS COMMUNICATIONS CONTRACT.PDF](#)

7. ODOT FUNDING AGREEMENT - 289TH EAST AVENUE BRIDGE

DISCUSS AND CONSIDER APPROVAL OF AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE REPLACEMENT OF THE 289TH EAST AVENUE BRIDGE OVER COWETA CREEK AT A TOTAL COST OF \$1.9 MILLION, FUNDED 100% BY ODOT WITH FEDERAL BRIDGE FORMULA PROGRAM FUNDS. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240805-STAFF REPORT - COWETA CREEK BRIDGE S 289TH E AVE.PDF](#)
[38447-04 BFP FUNDING AGREEMENT FOR CITY BRIDGES.PDF](#)

8. SURPLUS OF RESCUE 1 FIRE TRUCK

DISCUSS AND CONSIDER ACTION TO SURPLUS A 2008 FORD RESCUE FIRETRUCK (08-1068) AND ACCEPT A BID FROM HASKELL FIRE FOR THE PURCHASE OF THE RESCUE FIRETRUCK FOR \$45,000.00. (BRIAN WOODWARD, FIRE CHIEF)

Documents:

[240805-STAFF REPORT SURPLUS RESCUE 1.PDF](#)
[240805-RESCUE 1 BID FROM HASKELL FIRE DEPARTMENT.PDF](#)

9. PURCHASE OF RTV SIDE-BY-SIDE

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A RTV SIDE-BY-SIDE FROM STEWART MARTIN KUBOTA OF BROKEN ARROW FOR THE CEMETERY DEPARTMENT AT A COST NOT TO EXCEED \$22,440.22, UTILIZING SOURCEWELL CONTRACT #86901, FUNDED IN

ACCOUNT 12-5404.013. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

[240805- STAFF REPORT PWA CEMETERY RTV SIDE-BY-SIDE.DOCX](#)
[RTV SIDE-BY SIDE QUOTE FROM STEWART MARTIN KUBOTA OF BROKEN ARROW.PDF](#)

10. PURCHASE OF A 2025 FREIGHTLINER CAB AND CHASSIS AND 15' DUMP BED WITH PLOW AND SPREADER

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A 2025 FREIGHTLINER CAB AND CHASSIS AND A 15' DUMP BED WITH SNOW PLOW AND SPREADER FOR THE STREETS DEPARTMENT UTILIZING STATE OF OKLAHOMA CONTRACT SW035T, SW0106IT, AND SW0500, AT A COST NOT TO EXCEED \$234,362.00, FUNDED IN ACCOUNT 12-5404.015. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

[240805- STAFF REPORT PWA STREETS 2025 FREIGHTLINER DUMP TRUCK.DOCX](#)
[PREMIER TRUCK GROUP QUOTE.PDF](#)
[INDUSTRIAL TRUCK EQUIPMENT, INC. QUOTE.PDF](#)

11. PURCHASE OF TWO (2) GRASSHOPPER MOWERS

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF TWO (2) 900D-1.3L GRASSHOPPER MOWERS FROM ENLOW AND SONS EQUIPMENT FOR THE PARKS DEPARTMENT UTILIZING STATE OF OKLAHOMA CONTRACT SW0196MM IN THE AMOUNT OF \$24,410.75 EACH FOR A TOTAL COST NOT TO EXCEED OF \$48,821.50, FUNDED IN ACCOUNT 12-5404.014. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

[240805- STAFF REPORT PWA PARKS GRASSHOPPER MOWER.DOCX](#)
[QUOTE FROM ENLOW AND SONS EQUIPMENT.PDF](#)

12. PURCHASE OF A 2024 JOHN DEERE MOWER

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A 2024 JOHN DEERE MOWER FROM P&K EQUIPMENT, INC. FOR THE CEMETERY DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$12,954.97 UTILIZING STATE OF OKLAHOMA CONTRACT SW0196JD, FUNDED IN ACCOUNT 12-5404.013. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

[240805- STAFF REPORT PWA CEMETERY JOHN DEERE MOWER.PDF](#)
[QUOTE FROM P AND K EQUIPMENT.PDF](#)

13. PUD-R 24-01 SAVANNAH LANDING

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF PUD-R 24-01 - SAVANNAH LANDING, LOCATED ON A PROPERTY CONSISTING OF APPROXIMATELY 19.91 ACRES, MORE OR LESS, ON THE WEST SIDE OF 305TH EAST AVENUE AND ON THE EAST SIDE OF STATE HIGHWAY 51B, BETWEEN EAST 154TH STREET SOUTH AND EAST 156TH STREET SOUTH, COWETA, OK, IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[PUD-R 24-01 STAFF REPORT CB.DOCX](#)

[PUD-R 24-01 SAVANNAH PUD.PDF](#)
[PUD-R 24-01 LOCATION MAP.PDF](#)
[PUD-R 24-01 ZONING MAP.PDF](#)
[ORD 886 PUD-R-24-01 FINAL PB.DOCX](#)

14. ORDINANCE 886 - PLANNED UNIT DEVELOPMENT PUD-R 24-01

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF ORDINANCE 886, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ON AN APPLICATION FOR A PLANNED UNIT DEVELOPMENT, PUD-R 24-01, ON PROPERTY CONSISTING OF APPROXIMATELY 19.91 ACRES, MORE OR LESS, IN COWETA, OKLAHOMA LOCATED ON THE WEST SIDE OF 305TH EAST AVENUE AND ON THE EAST SIDE OF STATE HIGHWAY 51B, BETWEEN EAST 154TH STREET SOUTH AND EAST 156TH STREET SOUTH, COWETA, OK, IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[PUD-R 24-01 STAFF REPORT CB.DOCX](#)
[SAVANNAH LANDING PUD V2.PDF](#)
[CZ 24-05 PUD-R 24-01 LOCATION MAP.PDF](#)
[CZ 24-05 PUD-R 24-01 ZONING MAP.PDF](#)
[ORD 886 PUD-R-24-01 FINAL PB.DOCX](#)

15. DECLARATION OF AN EMERGENCY ORDINANCE 886

DISCUSS AND CONSIDER ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 886, MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

XIII. EXECUTIVE SESSION

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

1. EXECUTIVE SESSION

CONSIDER A MOTION AND VOTE TO ENTER EXECUTIVE SESSION PURSUANT TO TITLE 25 O.S. SECTION 307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT OR NEAR THE INTERSECTION OF STATE HIGHWAY 51 AND EAST 111TH STREET IN THE CITY OF COWETA, BY MEANS OF A REAL PROPERTY TRADE AND TRANSFER OF TITLE TO THE CITY'S CURRENT POLICE AND FIRE STATION PROPERTY.

2. END EXECUTIVE SESSION

EXIT THE EXECUTIVE SESSION TO DISCUSS AND POSSIBLY TAKE ACTION ON THE PURCHASE OF CERTAIN REAL PROPERTY AT OR NEAR THE INTERSECTION OF STATE HIGHWAY 51 AND EAST 111TH STREET IN THE CITY OF COWETA BY MEANS OF A REAL PROPERTY TRADE AND TRANSFER OF TITLE TO THE CITY'S CURRENT POLICE AND FIRE STATION PROPERTY.

XIV. NEW BUSINESS

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

XV. 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.



David Berrong, Mayor
Ernesto Villanueva, Ward 1
Ernie Dowdell, Ward 2
Stormie Hill, Ward 3
Art Lloyd, Ward 4

Office of the City Manager

Robert B. Johnston, City Manager
City of Clinton, Oklahoma

July 17, 2024

Governing Board Via Authorized Agent:

As the end of my second term as the OkMRF at-Large Trustee approaches and the opportunity to be elected to a third term has arrived, my willingness and availability to serve continues. The first ten years of my service has coincided with many important milestones for the OkMRF trust: assets grew by \$627M, 50 new members have joined, we moved from a monthly to daily system for defined contribution participants to track their money, new retirement planning tools with free on-line advice has become available as has an updated website with relevant resources and many other positive results.

While I take no individual credit for these and other positive steps, I am one of the nine Trustees who met at least monthly to make decisions on behalf of the OkMRF Trust's member cities and individuals who rely upon us. Because employer and employee retirement contributions must be supplemented with investment income in order to pay the retirement benefits which are promised this is a major component of the Trustees' work. By electing us, you are entrusting the OkMRF Trustees to always do our very best in a fiduciary role to represent municipal employers' and employees' financial interests.

My long career and active participation in statewide organizations has allowed me to meet many municipal officials and employees across our great state. Although I do not know personally all of these dedicated public servants, I appreciate the people who carry the load of municipal service provision on a daily basis. I have and will always continue to take your trust very seriously by listening to your input and by taking advantage of targeted training opportunities to learn how to best navigate the financial markets through the prudent investment of other people's money.

The OkMRF election season is upon us as there is a fine array of willing and interested individuals with experience in employee benefits and knowledge of Oklahoma municipal government. Yet, on October 1, 2024, when the new term for OMRF Trustees commences, there is only one person with a proven track record based upon training and experience available to continue serving your retirement plan and employees' retirement needs. Thus, I humbly request that you give me five more years of challenging and fulfilling service as an OkMRF Trustee by voting for me when you receive your ballot.

Robert B. Johnston



Dear Oklahoma Municipal Retirement Fund Voting Members,

I am writing to ask for your support in the upcoming election for the position of At Large Trustee on the OKMRF Board. My name is Kamie Brookshire and I am a candidate for this important role.

With 8 years of experience in municipal government Human Resources and 5 years in the private sector, I have a strong background in working with retirement funds and employee benefits. I hold a master's degree in management from Southern Nazarene University and a bachelor's in management from Southwestern Oklahoma State University. Additionally, I am a certified professional in Human Resources.

As a Human Resources professional who works closely with OKMRF, I have developed relationships with participants and staff at OKMRF and understand the needs of our member cities. I believe that my experience and expertise uniquely qualify me to serve as an At Large Trustee and to advocate for improvements to better serve OKMRF members.

I would be honored to have your vote in this election. Your vote is important and will help shape the future of OKMRF. Please remember to submit your vote by **August 30, 2024**.

Thank you for considering me as your candidate for At Large Trustee. I look forward to the opportunity to serve you and all OKMRF members.

Sincerely,

Kamie Brookshire

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, July 1st, 2024, at 6:00p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

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

Vice Mayor Chance reminded everyone to stay in the shade and drink lots of water. Mayor Hogue reminded everyone to have a safe 4th of July.

V. EMPLOYEE INTRODUCTIONS

City Manager Julie Casteen introduced the following new hires and welcomed them to the team: Haylee Ferguson – Part-time Library Clerk, Brandon Cole – E911 Dispatcher/Jailer, Samuel Marsey – Streets Equipment Operator.

No action taken by Council.

VI. PROCLAMATION/PRESENTATIONS

1. PRESENTATION BY FRATERNAL ORDER OF POLICE LODGE #192

Lodge 192 FOP president presented the Chief of Police and City Council with a donation check of \$6,200 to purchase a new kennel and equipment in support of the new K-9 program.

VII. CONSENT

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

1. Approval of the minutes of the Coweta City Council Regular meeting held on June 3, 2024.
2. 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.
3. 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 – Printers, tablets, iPads, Computer, and Ink Cartridges
 4. 2002 Chevy Tahoe
4. 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.
5. Approval of a 12-month lease for storage of the Fire Department and Public Works Department equipment with Raymond Sisco.
6. Approval of the yearly Motorola Service Agreement and authorization for the Mayor to sign all documents related to the agreement.
7. 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).

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

VIII. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

IX. ADMINISTRATION

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

Community Development Director Carolyn Back led discussion and requested possible action related to 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.

Motion by Harold Chance, second by Naomi Hogue to approve 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.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

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

Public Works Director Ronny Dooling led discussion and requested possible action related to the approval of the purchase of a 2024 Dodge Ram 2500 4X4 Crew Cab Pickup for the Streets department from Bob Howard Chrysler Jeep Dodge and the cost to outfit the truck from Performance Truck Outfitters for an estimated amount of fifty-seven thousand nine hundred eighty-nine dollars and no cents (\$57,989.00).

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of a 2024 Dodge Ram 2500 4X4 Crew Cab estimated amount of fifty-seven thousand nine hundred eighty-nine dollars and no cents (\$57,989.00).

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

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

City Manager Julie Casteen led discussion and requested possible 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.

Motion by Harold Chance, second by Naomi Hogue to approve 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.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

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

Julie Casteen led discussion and requested possible action related to proposed Ordinance No. 885, an Ordinance of the City of Coweta, Oklahoma; amending title 10, "Public Services", Chapter 10-3, "Solid Saste 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 polycart 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.

Motion by Harold Chance, second by Naomi Hogue to approve proposed Ordinance No. 885, an Ordinance of the City of Coweta, Oklahoma; amending title 10, "Public Services",

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

Chapter 10-3, “Solid Saste 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 polycart 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.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

5. DECLARATION OF AN EMERGENCY ORDINANCE 885

Julie Casteen led discussion and requested possible action to declare an emergency regarding Ordinance No. 885, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue to approve declaring an emergency regarding Ordinance 885, making it effective immediately upon passage and approval.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

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

Julie Casteen discussed and requested possible action related to the adoption of 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.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of 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.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

7. TAX INCENTIVE AGREEMENT

Julie Casteen led discussion and requested possible action related to a certain tax incentive agreement with 918 holdings, LLC and the Coweta Industrial Development Authority.

Motion by Harold Chance, second by Naomi Hogue to approve a certain tax incentive agreement with 918 holdings, LLC and the Coweta Industrial Development Authority

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

8. RESOLUTION 2024-30 REGARDING BUDGET AMENDMENTS FY25

Assistant City Manager McKay Hale led discussion and possible action related to 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.

Motion by Harold, second by Naomi Hogue to approve 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.

Aye: Harold Chance,
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JULY 1, 2024, 6:00 P.M.**

X. NEW BUSINESS

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

No new business.

XI. ADJOURNMENT

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

Naomi Hogue, Mayor

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 Members of the City Council

From: Julie Casteen, City Manager

Re: Fall Festival Vendors

Date: August 1, 2024

BACKGROUND

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

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

STAFF RECOMMENDATION

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

ATTACHMENTS

None.



Julie Casteen
City Manager
City of Coweta

Mrs. Casteen,

On behalf of the Coweta Chamber of Commerce, we would like to request the temporary closure of the following highways/streets for our 49th Annual Coweta Fall Festival:

1. **State Highway 72/Broadway Street** from **Chestnut Street** to **Pecan Street** from 12 noon Wednesday, Sept. 11 until 6 a.m. Sunday, Sept. 15.
2. **Sycamore Street** and **Cypress Street** from **State Highway 72/Broadway Street** west to **Bristow Ave.** from 8 a.m. Wednesday, Sept. 11 until 6 a.m. Sunday, Sept. 15.
3. **Sycamore Street (Gilbert Way)** and **Cypress Street** from **State Highway 72/Broadway Street** east to the **Alleyway** from 12 noon Wednesday, Sept. 11 until 6 a.m. Sunday, Sept. 15.
4. **Pecan Street** from behind Sloat Junior High west to **Bristow Ave.**, **Bristow Ave.** from **Pecan Street** to **Chestnut Street** and **Chestnut Street** from **Bristow Ave.** to in front of Coweta Junior High from 10:30 a.m. Saturday, Sept. 14 until after the parade - approximately 12 noon.
5. **State Highway 72/Broadway Street** from **Pecan Street** to **Ash Street** on Saturday, Sept. 14 from 6 a.m. until after the car show.

We appreciate the support of the City of Coweta for this annual celebration that brings tens of thousands of visitors into our community. If you have any questions, please give me a call.

Have a blessed day,

Christy Wheeland
Executive Director
Coweta Chamber of Commerce
918-486-2513





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

Memorandum

To: Honorable Mayor and Members of the City Council

From: Julie Casteen, City Manager

Re: Appointment of County Officers

Date: August 1, 2024

BACKGROUND

The City of Coweta Fire Department receives money through a Wagoner County Fire tax and the money is distributed each month to all 14 fire departments within the county. This money is held and spent through the Wagoner County Clerk's office, separate from the City of Coweta's accounting system. The County's internal control system requires that different people make requisitions for, and receive, the items that are purchased using this tax. The County requires that each department designate two (2) individuals to be purchasing agents and two (2) individuals to be receiving agents.

STAFF RECOMMENDATION

Staff recommends that Brian Woodward (Fire Chief) and McKay Hale (Assistant City Manager) be appointed as purchasing officers. Staff further recommends that Matthew Weldin (Deputy Fire Chief) and Jeff Waller (Fire Marshal) be designated as receiving officers in the use of Wagoner County Fire Tax funds.

ATTACHMENTS

None.

307 E. Cherokee St.
Wagoner, OK 74467



918.485.7716
Fax 918.485.7718

RECEIVING OFFICER DESIGNATION

I, JULIE CASTEEN, CITY MANAGER
(NAME) (TITLE)

of the CITY OF COWETA FIRE DEPARTMENT of Wagoner County, in accordance with
(DEPARTMENT)

19 O.S. § 1503, do hereby designate the following people as receiving officers for fiscal year
2024-2025 for the following account(s)

COWETA FIRE DEPARTMENT, ACCOUNT 1321-2-8202-2005

This designation is effective AUGUST 5, 2024 and is to be filed in the office of Lori Hendricks,
Wagoner County Clerk.

RECEIVING OFFICERS:

1. MCKAY HALE
2. BRIAN WOODWARD

COMMISSIONERS APPROVAL:

Department Head

James Hanning, District One

Date

Chris Edwards, District Two

Tim Kelley, District Three

ATTEST: Lori Hendricks, County Clerk

307 E. Cherokee St.
Wagoner, OK 74467



918.485.7716
Fax 918.485.7718

REQUISITIONING OFFICER DESIGNATION

I, JULIE CASTEEN, CITY MANAGER
(NAME) (TITLE)

of the CITY OF COWETA FIRE DEPARTMENT of Wagoner County, in accordance with
(DEPARTMENT)

19 O.S. § 1503, do hereby designate the following people as requisitioning officers for fiscal year 2024-2025 for the following account(s)

COWETA FIRE DEPARTMENT, ACCOUNT 1321-2-8202-2005

This designation is effective AUGUST 5, 2024 and is to be filed in the office of Lori Hendricks, Wagoner County Clerk.

REQUISITIONING OFFICERS:

1. MATTHEW WELDIN
2. JEFF WALLER

COMMISSIONERS APPROVAL:

Department Head

James Hanning, District One

Date

Chris Edwards, District Two

Tim Kelley, District Three

ATTEST: Lori Hendricks, County Clerk



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

Memorandum

To: Honorable Mayor and City Council
From: Julia Stephens, Library Director
Re: Appointment of Sue Coker to the Library Board
Date: August 5, 2024

BACKGROUND

The Coweta Public Library Board has a vacancy that should be appointed by the Mayor and filled by a qualified resident to serve until June 1, 2026. Each position can be reappointed once for another three-year term beginning June 1st. The current Board Members and Terms are:

<u>Board Members</u>	<u>Term Expiration</u>
Shawnda Hatfield	06/01/2027
Barbara Scruggs	06/01/2027
Miranda Howard	06/01/2026
Megan Jones	06/01/2026
Vacant	06/01/2026, previously held by Judy Chrisman

Sue Coker has been an active Coweta Public Library patron in good standing for more than a dozen years. She is a retired educator and school librarian. Her knowledge and experience, along with her familiarity of the library, would be an asset to the library board and community.

STAFF RECOMMENDATION

Staff recommends the appointment of Sue Coker and requests your confirmation of Ms. Coker's appointment to the Coweta Public Library Board to fill the vacant unexpired term ending 6/1/2026.

ATTACHMENTS

None.



July 15, 2024

Dear OkMRF Member:

The Oklahoma Municipal Retirement Fund ("OkMRF") has received seven (7) nominations for the At-Large Trustee position:

1. Kamie Brookshire
2. Greg Buckley
3. Ryan Dawson
4. Shawn Gibson
5. Robert Johnston
6. Cody Roe
7. Cindi Shivers

The governing body of all OkMRF Members may cast by resolution one (1) vote to fill the At-Large Trustee position. Enclosed please find a resolution which can be used as your ballot in the 2024 OkMRF Board of Trustees election.

The list of nominees is enclosed including a brief bio with information provided by each nominee.

The ballot must be **returned to the OkMRF office by August 30, 2024**. The nominee receiving the largest number of votes shall be elected to the office of OkMRF Trustee representing the entire membership.

We sincerely appreciate and encourage your participation in the election process. If you should have any questions about the election process, please call. Hope you and yours had a safe and blessed Independence Day!

Sincerely,

Jodi S Cox CPA, Executive Director & CEO

BOARD OF TRUSTEES

Shaun Barnett Woodward District 8	Donna Doolen Ada District 3	Tamera Johnson Shawnee District 4	Robert Johnston Clinton At-large	Jim Luckett, Jr Thomas District 7	Robert Park Sallisaw District 2	Melissa Reames Stillwater District 5	Tim Rooney Mustang District 6	Ed Tinker Glenpool District 1	George Wilkinson Weatherford Trustee Emeritus
---	-----------------------------------	---	--	---	---------------------------------------	--	-------------------------------------	-------------------------------------	---

RESOLUTION NO. _____

OFFICIAL BALLOT

**A RESOLUTION OF _____ (employer name)
CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA
MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE
EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING
THE ENTIRE MEMBERSHIP.**

WHEREAS, _____, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for At-Large Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2024, and August 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer _____, that its vote for the At-Large Trustee shall be cast for the following nominee (fill in name of nominee):

1. _____
AT-LARGE Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of _____ on the _____ day of _____, _____.

Mayor/Chair

Attest (Seal):

City Clerk/Secretary/Authorized Agent

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

MAIL RESOLUTIONS TO:
**OKLAHOMA MUNICIPAL RETIREMENT FUND
1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116**



2024 ELECTION OF TRUSTEE AT- LARGE OKLAHOMA MUNICIPAL RETIREMENT FUND ("OkMRF")

The governing body of each OkMRF Member is entitled to cast by resolution one (1) vote for the office of At-Large Trustee. The resolution (enclosed) must be returned and received no later than **August 30, 2024**. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned or not received in the OkMRF offices by the deadline will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 for confirmation.**

CAST YOUR VOTE FOR ONE (1) OF THE FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

KAMIE BROOKSHIRE

- Kamie Brookshire is a seasoned professional with over thirteen (13) years of experience in Human Resources.
- Mrs. Brookshire is the Director of Human Resources for the City of El Reno.
- She has a strong background in both the public and private sectors.
- She brings a wealth of knowledge and expertise to her role.
- She served as the Director of Human Resources for the City of Chickasha for slightly over two (2) years..
- She has also held various Human Resources roles in the private sector for five (5) years.
- Kamie is a Certified Professional in Human Resources.
- She demonstrates her commitment to excellence and ongoing professional development.
- She holds a Master of Science in Management from Southern Nazarene University.
- Kamie also holds a Bachelor of Science in Management from Southwestern Oklahoma State University.
- She volunteers as a small group leader for the Youth Group at her church.
- She also serves on the Personnel Committee at her church.
- Outside of her professional accomplishments, Kamie finds inspiration in her husband and two kids.

RYAN DAWSON

- Ryan Dawson is currently serving as the Vice Mayor of the Union City Board of Trustees, where he has served since 2020.
- Mr. Dawson has helped develop plans for growth and prosperity in the community.
- He is known for his ability and willingness to put the citizens and law/code first, regardless of personal bias.
- He has a passion and vision for a healthy community built on a solid foundation of old school values and ethics.
- He was born and raised in Union City and has always been an active member of his community.
- In addition to serving his community, Ryan is the lineman for the rural water authority in the area. This line of work has given him invaluable insight into municipal workings.
- Ryan is also a full-time farmer who has built a small grain and cattle operation from the ground up. Ryan's grit and determination for success bleeds over into his advocacy for local government.



GREG BUCKLEY

- Greg Buckley is presently the Town Administrator for the Town of Carlton Landing.
- Mr. Buckley holds a Bachelor of Arts degree in Public Administration from University of Oklahoma and Master of Arts in Public Administration from Northern Illinois University.
- He has approximately thirty-four (34) years' experience in municipal government.
- He serves on the City Manager Association of Oklahoma (CMAO) Board and has served as Treasurer and President. He is a CMAO Accredited Manager.
- He served on the Oklahoma Public Employers Labor Relations Association both as Board member and President.
- He served on the Oklahoma Public Employee Relations Board as the City Representative November 2012 to June 2017.
- Greg serves on the Oklahoma Municipal League Legislative Committee.
- He served as Chairman of the Lake Eufaula Advisory Committee working with the U.S. Army Corp of Engineers.
- He has worked as an Adjunct Professor for Webster University.
- Greg has worked for municipalities in three of the four quadrants of the State.
- He has served communities of all population sizes ranging from 94 to 95,000.
- He also works as a consultant helping communities with Labor Relations, Grants, Policies and Procedures, Financial Management, Operations, Strategic Planning, and Project Management.
- He has served in positions as City Manager, Town Administrator, Assistant City Manager, Treasurer/Finance Director, and Public Works Director in various municipal governments.
- He volunteers as a Certified Mediator with the OK Courts Early Settlement Alternative Dispute Resolution program.
- Greg has been married to his wife, Betty, for twenty-five (25) years and enjoys spending time with his three (3) grandchildren.

SHAWN GIBSON

- Shawn Gibson is the City Manager of Drumright, Oklahoma.
- Mr. Gibson was formerly the Chief of Police for the City of Drumright.
- He retired from the Oklahoma State University Police Department.
- Shawn is a member of the Wall of Fame at the Oklahoma State University Police Department.
- He holds a Bachelor's Degree from Oklahoma State University.
- He also has an Associate's Degree from Northern Oklahoma College.
- He has over twenty-eight (28) years of experience in city and county government.
- Shawn has completed his Certified Municipal Official certificate through Oklahoma Municipal League (OML).
- He is a Past Master for the Drumright Masonic lodge.
- He is a Shriner and a Mini Karr Driver for the Akdar Shrine in Tulsa.
- He will complete the OML Leadership Development Program in September of 2024.
- Shawn is a board member with the Drumright Chamber of Commerce.



ROBERT B. JOHNSTON

- Robert B. Johnston presently serves as City Manager for the City of Clinton.
- Mr. Johnston previously served as City Manager of Frederick and Tonkawa and as Public Works Director for Clinton.
- He started his local government career in Clinton in 1981 and has participated in the Oklahoma Municipal Retirement Fund (OkMRF) his entire career.
- He holds a Bachelor's Degree in Business Management and has completed coursework for a Masters of Public Administration.
- Robert has served as a Board Member and as President/Chairman of the City Management Association of Oklahoma (CMAO), the Municipal Electric Systems of Oklahoma (MESO), the Oklahoma Municipal League (OML), and the Oklahoma Municipal Power Authority (OMPA).
- He also served as a Regional Vice-President of the International City/County Management Association (ICMA).
- Notable recognitions during his career include the Ray Duffy Personal Service Award from MESO in 2010 and in 2013 he was the recipient of the Don Rider Award from the OML.
- Robert was inducted into the Oklahoma Hall of Fame for City & Town Officials in 2020.
- He has served as an OkMRF Board Trustee since 2014.
- Robert presently serves as Vice Chairman of the OkMRF Board and chairs the OkMRF Administrative Committee.

CODY ROE

- Cody Roe is presently the City Manager for the City of McLoud.
- Mr. Roe retains the titles of Emergency Management Director and McLoud Public Works Director in addition to his City Manager title.
- He attended St. Gregory's University in Shawnee and is a graduate of the Oklahoma Municipal League Community Leadership Development program.
- Cody started his career in City Government in McLoud in 2010 where he was hired by City of McLoud as the Manager for Wes Watkins Reservoir.
- In 2012, Cody was appointed Parks Director where he was responsible for over 100 acres of parks, the McLoud Splash Pad, Wes Watkins Reservoir, and the McLoud Riverside Cemetery.
- Cody worked his way up the ranks and was ultimately appointed to City Manager in November of 2022 after serving as the Assistant City Manager for two (2) years.



CINDI SHIVERS

- Cindi Shivers is a Human Resource professional with two decades of dedication and experience with personnel management, payroll, benefits, and more. Working hard to break the stigma that the HR office is a scary place, by making it inviting, where everyone is welcome to stop by and chat and reminding employees that she is always there to help.
- Mrs. Shivers is presently the Human Resources (HR) Director for the City of Yukon.
- She has been both an active participant in the Oklahoma Municipal Retirement Fund (OkMRF) and has served as the City of Yukon's OkMRF Authorized Agent since 1998. In 2023, she received the George F. Wilkinson Award for outstanding Authorized Agent.
- She has twenty-six (26) years' experience in municipal government in Payroll and HR but also has been involved in the City Manager Administration with various projects, assignments, and committees throughout the years.
- She has extensive experience with many HR functions, including compliance, payroll, benefits, budget preparation, sitting in on Fraternal Order of Police and International Association of Firefighters union negotiations, and more.
- Cindi was voted the City of Yukon's Employee of the Year in 2011.
- She completed the Leadership Canadian County program 2013-2014.
- She completed the Oklahoma Municipal League (OML) Leadership Development program in 2015.
- She is an active Society of Human Resource Management (SHRM) member.
- She obtained and maintained SHRM-CP and PHR certifications related to Human Resource Management since 2013.
- Cindi was the Don Rider Transparency in Government 2022 Award Winner.
- She is an active member of the Oklahoma Municipal Assurance Group's Oklahoma Municipal Human Resource Professionals (OMHRP).
- She has been the City of Yukon's United Way Pacesetter Campaign Coordinator and event planner since 2011 and winner of the Outstanding Employee Coordinator award in 2021.
- Cindi sits on the Canadian Valley Technology Center Advisory Board for the Accounting & Business Education Department.

RESOLUTION NO. 2024-34

OFFICIAL BALLOT

**A RESOLUTION OF CITY OF COWETA (employer name)
CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA
MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE
EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING
THE ENTIRE MEMBERSHIP.**

WHEREAS, the City of Coweta, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for At-Large Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2024, and August 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer City of Coweta, that its vote for the At-Large Trustee shall be cast for the following nominee (fill in name of nominee):

1. AT-LARGE Trustee

END

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of The City of Coweta on the 5th day of August, 2024.

Mayor/Chair

Attest (Seal):

City Clerk/Secretary/Authorized Agent

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

MAIL RESOLUTIONS TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND
1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116



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: M.e.t Annual Assessment
Date: August 2, 2024

BACKGROUND

The Metropolitan Environmental Trust (M.e.t.) is a multi-governmental Trust Authority that was formed for the purpose of allowing member communities to jointly develop, deliver and support environmental programs and services, specifically recycling and waste disposal programs.

The M.e.t. operates the recycling center in Coweta, which accepts typical items such as cans, plastic and paper, but also harder to dispose of materials, such as motor oil, cooking oil, and batteries. We are planning an event through the M.e.t. later this year to accept tires, e-waste and batteries to assist our citizens in the safe disposal of these items. Citizens may also obtain vouchers from the M.e.t. to drop off many other pollutants, including oil-based paints, lawn chemicals, fluorescent bulbs, mercury thermostats, and more.

Our FY25 Annual Assessment to continue to participate in this trust authority is \$27,704. The City of Coweta pays an additional \$5,400 per year to rent the site for the recycling center.

STAFF RECOMMENDATION

Staff requests authorization to pay the annual assessment for FY25.

ATTACHMENTS

None.



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: M.e.t. Appointment
Date: August 2, 2024

BACKGROUND

As a member of the Metropolitan Environmental Trust (M.e.t), Coweta holds a position on the M.e.t. Board of Directors. With recent staff changes, we need to appoint a new board member to represent Coweta. McKay Hale has agreed to serve in this position for the City.

STAFF RECOMMENDATION

Staff recommends the appointment of McKay Hale to the Metropolitan Environmental Trust Board of Directors.

ATTACHMENTS

None.



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 PWA Chairman and Trustees
Honorable CIDA Chairman and Trustees

From: Julie Casteen, City/Trust Manager
Re: Joint Resolution 2024-35 – Agenda Policy
Date: August 2, 2024

BACKGROUND

The City often receives requests from individuals wishing to address the City Council or one of the other boards. In order to create a transparent procedure for addressing Council and the Board of Trustees, staff has prepared an Agenda Policy. The policy includes clarification of agenda deadlines and procedures, as well as other items such as voting, the introduction and passage of Ordinances, and the adoption of Resolutions. An Agenda Request form has also been created, which can be modified for clarity as the need arises.

STAFF RECOMMENDATION

Staff recommends the adoption of Joint Resolution 2024-35.

ATTACHMENTS

Joint Resolution 2024-35
Agenda Request Form

RESOLUTION 2024-35

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; ADOPTING AN AGENDA POLICY.

WHEREAS, the Coweta City Council, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority desire to establish a clear, transparent procedure for the creation of meeting agendas in compliance with the Open Meetings Act.

NOW THEREFORE BE IT RESOLVED BY 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 THAT:

Section 1: The Agenda Policy attached to this resolution as Exhibit “A”, is hereby approved.

ADOPTED BY 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 ON THIS 5TH DAY OF AUGUST 2024.

Naomi Hogue
As Mayor of the City of Coweta,

As Chair of the Board of Trustees of the
Coweta Public Works Authority, and

As Chair of the Board of Trustees of the
Coweta Industrial Development
Authority

Approved as to form:

Patrick Boulden, Coweta City Attorney;
Attorney for the Coweta Public Works
Authority; and Attorney for the Coweta
Industrial Development Authority

ATTEST:

Marcy Kilgore, Coweta City Clerk
and Secretary for the Coweta Public Works Authority

ATTEST:

Harold Chance, Secretary for the
Coweta Industrial Development Authority

EXHIBIT A

CITY OF COWETA AGENDA POLICY

Adopted by Joint Resolution No. 2024-35 of Coweta City Council, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority on August 5, 2024

1. **Purpose.** This Agenda Policy is intended to establish a clear, transparent procedure for City Council/Trust Authority members, staff members, and members of the public to understand how meeting agendas are prepared, and to clarify how interested persons may request that items be placed on a future agenda in compliance with the Open Meetings Act.

2. **Agenda Procedures.**

2.1 **Regular Meeting and Requests for Agenda Notifications.** The City Council and the City's beneficial Trust Authorities hold regular meetings on the first Monday of each month at 6:00 p.m., unless the normal meeting day falls on a holiday. In that case, the meeting is typically held on the second Monday of the month, or as noted on the annual meeting calendar.

Meetings are held in the City Council Chambers at City Hall. Agendas are available on the City's website. Citizens and other interested parties are encouraged to sign up on the City's website to receive electronic notifications of agenda postings. Agendas and associated materials are also available from the City Clerk.

2.2 **Decorum and Enforcement.** Council/Trust members should preserve order and decorum among each other and among the public while the meeting is in session. The Council may exclude or expel all persons from a meeting at which a disturbance has been created that will not allow the meeting to continue unimpeded. The Council may also take action to prohibit disruptive behavior and expel an individual who disrupts the meeting or engages in disorderly conduct. Action to prohibit disruptive behavior must be balanced against each individual's right to petition their government and exercise freedom of speech.

2.3 **Special and Emergency Meetings.**

(a) ***Special Meetings.*** The Mayor/Chair, or any three members of the Council/Trust, may at any time call a special meeting. At least 48 hours before a special meeting, written notice of the meeting will be posted on the City's agenda board, City website, and place of meeting. Electronic notification of the meeting will be sent to any agenda notification subscribers. Only those items of business specified on the agenda may be considered at a special meeting called in this manner.

(b) ***Emergency Meetings.*** The Council/Trust may hold an emergency meeting without the public notice. Should an emergency meeting of a public body be necessary, the person calling such a meeting shall give as much advance public notice as is reasonable and possible under the circumstances existing, in person or by telephonic or electronic means.

2.4 **Regular Meeting Agenda.**

(a) ***Setting and Posting of Agenda.*** The agenda of business to come before the Council/Trust at a regular meeting shall normally be closed at noon on the Wednesday preceding the meeting. Under state law, the agenda for a regular meeting must be posted at least Twenty-four (24) hours prior to the scheduled convening of the regular meeting. Twenty-four (24) hours prior public posting shall exclude Saturdays, Sundays and holidays legally declared by the State of Oklahoma.

(b) ***Placing Items on the Agenda.*** Any Council/Trust member may request that an item be considered on a future agenda by submitting a request by email, text or in writing to the Mayor/Chair, the City/Trust Manager, the City/Trust Attorney, or the City Clerk/Trust Secretary.

Members of the public may request that an item be placed on a future agenda by contacting the Mayor/Chair, any Council/Trust member, or by completing an agenda request form and submitting it to the City Clerk/Trust Secretary. This provision is intended to provide members of the public with an opportunity to address a new issue affecting the City and is not intended to provide a forum for commercial, political, or similar topics. A member of the public shall be limited to one (1) requested item per meeting and may not re-submit a request on the same subject within 180 days from the preceding request. The City Manager, at the Manager's discretion, may add any item of business to a future agenda.

The item shall be placed on the soonest practical regularly scheduled meeting unless the City Attorney determines the item may not be legally acted upon. The submission of a request shall not guarantee that the request will be granted.

(c) ***Agenda Packet Distribution.*** The agenda will be publicly posted on the City's agenda board at City Hall, and the agenda and supporting materials will be available for public inspection, distribution, and copying by 6:00 p.m. on the Friday preceding each regular meeting via the City's website.

(d) ***Order of the Agenda.*** The business of the City Council shall be taken up for consideration in substantially the following order, except as may be otherwise ordered:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Declaration of Conflicts of Interest
5. General City Council Comments
6. Proclamations/Presentations
7. Reports
8. Consent Calendar

9. Consideration of Items Removed from the Consent Calendar
10. Administrative Agenda
11. Executive Session [on as-needed basis]
12. Items to be acted upon from Executive Session [on as-needed basis]
13. New Business (subject to Section 311(A)(10) of the Open Meeting Act)
14. Adjournment

2.5 **Discussion of Agenda Items.** The City Council/Trust Authority shall address agenda items in the following manner:

- (a) Staff introduces the agenda item and presents the staff report.
- (b) Council/Trust members may ask questions of staff regarding the item.
- (c) The Council/Trust will deliberate on the item. At the conclusion of the discussion and before the motion is made, the Mayor/Chair will ask if there are any additional Council/Trust member comments or whether the Council/Trust wishes to proceed with action required on that item, if any.
- (d) If appropriate, the Mayor/Chair will entertain a motion, including one that the Mayor/Chair may propose.
- (e) If a motion has received a second, the Mayor/Chair will call for a vote and the City Clerk/Secretary will record the vote.

2.6 **Duty of Members to Vote.** Every Council/Trust member should vote on every item unless prevented from doing so by virtue of an actual or potential conflict of interest under applicable state law. Any Council/Trust member who believes they have a conflict or potential conflict of interest must announce that at the initiation of discussion on that item, or when such conflict or potential conflict becomes apparent, and must refrain from taking any part in the debate, deliberation, or vote on that matter, except as allowed by state law, and temporarily leave the meeting while it is being considered. If a Council/Trust member is not sure whether he or she has a conflict with respect to an agenda item, the member should make every effort to obtain advice from the City/Trust Attorney on that subject prior to the meeting. If a City Council member abstains from voting without having a conflict or potential conflict, the member shall be deemed to have cast a negative vote, which shall be recorded in the minutes.

2.7 **Introduction and Passage of Ordinances.** Ordinances are legislative acts by the Council that establish permanent and enforceable rules. The Council has the power to pass ordinances as long as those ordinances are not in conflict with the laws and Constitution of the State of Oklahoma or the United States. Ordinances may be repealed or amended only by a subsequent ordinance.

Except for emergency ordinances, ordinances become law thirty (30) days passage unless the ordinance specifies a later date. Matters that the Council determines warrant immediate action

to preserve the public peace, safety, or health may be heard as emergency ordinances. An emergency ordinance will become effective immediately, as long as it is approved by a three-fourths vote of all members of the City Council. The City Clerk will ensure the City complies with all publication requirements associated with ordinances passed by the Council.

2.8 **Adoption of Resolutions.** Resolutions are legislative acts by the Council/Trust Authority that are not codified but are filed in the City Clerk/Trust Secretary's office. A resolution expresses the policy of the Council/Trust and may direct certain types of procedural or administrative actions. It may be modified only by subsequent resolution. Resolutions may be used to state the Council/Trust's policy position on an issue or activity, and to formally document the Council/Trust's actions. A majority vote will pass or defeat the resolution.

2.9 **Consent Items.** Items on the agenda that are considered by the City/Trust Manager to be routine and/or non-controversial shall be grouped together under the heading "Consent Calendar" and approved by a single vote of the Council. At the request of any Council/Trust member, a consent item will be "pulled" from that portion of the agenda and considered separately after approval of the remaining consent calendar. Items approved under the consent calendar will appear in the Council minutes in their approved form, as if they had each been approved individually.

2.10 **Reports.** Under the agenda headings for "Reports," the City/Trust Manager, department heads, and Council/Trust members may make reports on matters not appearing on the agenda. Also at this time, Council/Trust members or staff may identify issues or agenda items that should be addressed by the City/Trust Attorney or other staff and may propose future agenda items.

3. **Waiver.**

The Council/Trust may, by an affirmative vote of a quorum, temporarily waive any provision of this policy provided that all actions, regardless of any waiver, shall be consistent with the City, ordinances, trust indentures, and Oklahoma law.



AGENDA REQUEST FORM

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

www.cityofcoweta-ok.gov

Date of Request: _____

Meeting Date: _____

Name of Requestor: _____

Name of Business, if applicable _____

Agenda Item Request For: (Please check one)

☐ Action Item Request

☐ Discussion

☐ Report

☐ Other (specify) _____

Items must be clear and specific to allow for proper notice to the public. Items pertaining to the employment of any city employee, except for the City Manager, will not be considered. The language of the submitted topic will be reviewed and revised to guarantee agreement with the Oklahoma Open Meeting Act. Items must regard issues affecting the City of Coweta and refrain from political, commercial or similar subjects. Only one item per agenda is allowed.

Any documentation related to the agenda request must be submitted with the Agenda Request form. Please provide the City Clerk with one original of any documents pertaining to the agenda item requested. Agenda Request forms and associated documents may be emailed to cityclerk@cityofcoweta-ok.gov, mailed to the address at the top of the form, or hand-delivered to the City Clerk at 310 S. Broadway in Coweta, OK. Agenda Request forms and all documentation must be received by the City Clerk by noon on the Wednesday prior to the meeting. Distribution of handouts at the meeting is not allowed.

Signature

Date

Physical Address

Email address

City, State, Zip Code

Telephone Number



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: PlotBox Cemetery Software
Date: August 2, 2024

BACKGROUND

The city's current cemetery management process is outdated and inefficient, leading to challenges in record-keeping, plot management, and public access to information. The need for a modern, integrated solution has become increasingly apparent to ensure the effective management of cemetery operations and to provide better services to the public. There are several problems frequently encountered with the current process:

- Existing maps are inconsistent with the actual lot layout at the cemetery.
- The current lot sale and interment process is inefficient, involving the use of several paper and electronic maps to confirm information.
- The current process is time consuming, causing grieving families additional stress.
- There have been mix ups in grave locations, causing a loved one to be buried in the wrong place on two recent occasions.

Staff explored possible remedies and found that PlotBox software will provide an efficient solution with several benefits:

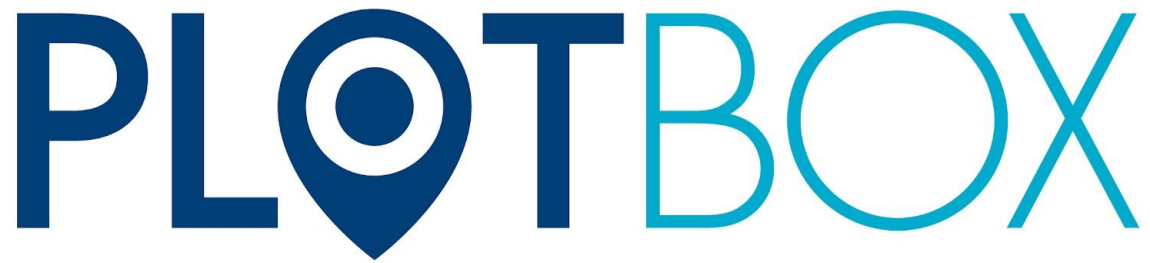
- The cemetery will be GPS mapped using drones to provide an electronic layout of the lots, accurate within 1 inch.
- The map will be interactive, allowing us to easily identify the owners of the lot and the identity of those buried in the lot.
- The package includes access to the EverAfter website that will allow families to search cemetery records, plan for funeral attendance, arrange for memorials and flower deliveries without having to call City Hall for assistance. Key features of the EverAfter website include:
 - o Public Access: Enables the public to search for and view burial records online.
 - o Interactive Maps: Provides interactive maps to help users locate graves.
 - o Service Information: Offers information about cemetery services and policies.

STAFF RECOMMENDATION

Staff recommends approval of the Statement of Work from PlotBox at an annual cost of \$21,000, funded in the Cemetery Fund account 03-5400.070, and authorization for the City Manager to execute any documents related to the agreement.

ATTACHMENTS

1. Statement of Work from PlotBox
2. Plotbox General Terms and Conditions



City of Coweta, OK

PO Box 850
Coweta, OK 74429

August 2024

PlotBox Statement Of Work

Version 1.0

PlotBox Reference: SOW_001

SOW Template Reference: SOW_TEMPLATE_V2.15

Contents

1 Statement of Work	3
1.1 Key Project Deliverables	3
1.2 Project Planning & Milestones	4
1.3 Payment Terms	5
1.4 Annual Fee	6
1.5 Key Project Roles & Responsibilities / Personnel	7
1.6 Communication Plan	8
2 Scope Of Work	10
2.1 PlotBox Software Platform	10
2.2 Discovery and Design	11
2.3 Site Configuration	12
2.4 Data Migration	13
2.4.1 Transition Strategy:	14
2.5 Mapping	15
2.8 Financial Integration / Export	18
2.9 Test System Delivery	18
2.10 Data Testing	18
2.10.1 Test Plans	19
2.10.2 Test Duration	19
2.10.3 Data Resolution	19
2.10.4 Data Retesting	19
2.10.5 Data Sign-off	19
2.11 Go-Live - Data Refresh	20
2.11.1 Refreshed Extract of Data	20
2.11.2 Entering Data Delta	20
2.12 Additional Development/Integration	22
2.13 Functional Acceptance Testing (FAT) (only where additional functions are developed for the customer)	22
2.14 Training and Support	22
2.14.1 Training	22
2.14.2 Go-Live Support	22
2.15 Project Management	23
2.16 EverAfter	24
2.17 Delivery Team Handover to Customer Success Team	24
3 Primary Assumptions & Risks	25
4 Prerequisite Checklist	27
5 Additional Information	29
5.1 Delay in Prerequisite Delivery	29
5.2 Data missed in pre-requisites	29

5.3 Project Restart Fees	29
6 Statement of Work Sign off	30
7 SCHEDULE 1 – COMMERCIAL TERMS	31
8 APPENDIX 1	32
8.1 SUPPORT PROVISION	32
8.2 SERVICE OVERVIEW	32
8.3 OUT OF SCOPE	32
8.4 ERROR CORRECTION	33
8.5 TARGET RESPONSE TIME (WITHIN SERVICE HOURS)	33
8.6 ERROR CLASSIFICATION	33
8.7 EXTENSION	33
9 APPENDIX 2	34
9.1 FEE SCHEDULE	34
9.1.1 SUBSCRIPTION FEES	34
9.1.2 PAYMENT TERMS	34

Confidentiality Notice

PlotBox values the creative ideas and strategy outlined within this Statement of Work, so please consider all information to be confidential and proprietary to PlotBox. This information is provided for the sole purpose of permitting the recipient to evaluate the services offered by PlotBox. In consideration of the receipt of this document, the recipient agrees to maintain the information contained in this statement of work in confidence and not reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents.

1 Statement of Work

This Statement of Work is made between PlotBox, inc. ("PlotBox") and City of Coweta ("Client").

This SOW accurately reflects PlotBox's needs and expectations, and is subject to the standard terms and conditions set forth at:

(US) <https://www.plotbox.io/hubfs/Plotbox%20General%20Terms%20-%20USA.pdf> or available in writing on request (**General Terms**), and includes the appendices hereto.

1.1 Key Project Deliverables

- PlotBox **Professional** Software Platform
- Site Configuration for **1** Facility
- Data Migration for **1** Facility
 - Data Source - Access
 - Migration of Data for:
 - **Records**
 - **Deeds**
 - **Plots**
- Mapping
 - Drone Flight for **1** Facility
 - Hi-Resolution Aerial Map for **1** Facility
 - Overlay of Paper Maps/CAD to Hi-Resolution Aerial Map
- Training
 - up to 10 hrs online
 - 9 users in total comprising of:
 - Tier 1 x 7 (admin/super user/core day-to-day access - fully supported)
 - Tier 2 x 2 (lite user - grounds, crem tech, receptionist - no support, 2 modules)
- Go Live Support via standard online support process using Jira Service Desk.
- Non Branded Discover Ever After
- Project Management

1.2 Project Planning & Milestones

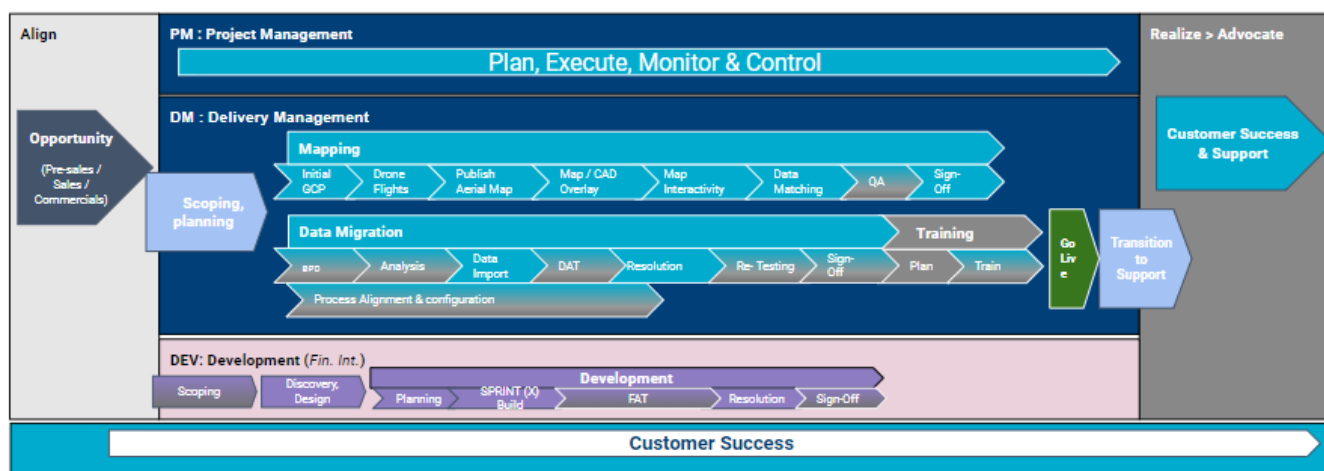
PlotBox Methods Overview:

The PlotBox Customer Journey focuses on four main phases - Align, Execute, Realize and Advocate.

The onboarding phase of your Customer Journey is “Execute”, when we’ll onboard you to PlotBox.

The PlotBox Project Management team follows a waterfall methodology, demonstrated below.

PlotBox Project Delivery Methods framework consists of the following phases; Initiation, Planning, Requirements Gathering & Analysis, Delivery & Onboarding, Customer Success and Customer Support.



The Implementation project will be formally scheduled within PlotBox based on completion of Final Contract and receipt of Initial Payment. Once both of these are achieved the Project Planning phase can proceed.

During the Project Initiation phase, the project plan will be discussed, updated and agreed based on resource availability for both Plotbox and Client, assignments to project tasks with dependencies and timeframes for both parties agreed, so our approach is very much a partnership model. As these tasks are critical factors in project success, we will work closely with you to confirm the project timeframe. The project timeline has significant dependency on delivery of client prerequisites, so it is important to provide these at the earliest convenience.

A high level Project Plan, highlighting the key phases and milestones in a typical Plotbox implementation will be delivered at the Project Partnership Kick off meeting. This will be refined and finalised in collaboration with the client team.

1.3 Payment Terms

Figures are quoted in \$USD - (United States Dollars) and free of GST.

As agreed with Client, PlotBox will offer a Full Subscription Model for payment of Project Fees and Annual Subscription Fees.

The payment amount has been calculated as follows:

Project Fees - \$30,000.00

Five Year Subscription Fees - \$21,000.00 (\$21,000.00 x 5 years)

Total Five-Year Cost: \$105,000.00

Approximate Annual Payment: \$21,000.00 (5 annual payments; final payment may vary due to rounding. First payment due upon contract signature/receipt of invoice. Each payment will be due annually on the same day as the first invoice.)

Work to be completed:	
PlotBox	Client
- Project Initiation - Configuration of Client Info - Internal Handover from Sales to Delivery Team - Internal Kick-Off - Review (SOW) Statement of Works with Client - Prerequisites Delivery - Inclusion in Scheduling - Azure configuration - PlotBox application configuration - Data Assessment - Data Migration Tasks (Digital Data) for all 1 facility - Quality Assurance on Data - Hi Resolution Drone Flights - Test system available for DAT (Data Acceptance Testing) - Migration of mapping data (e.g. Shape Files - <i>if applicable</i>) - Hi Resolution Drone Flights - Map Overlays - System made available for testing - Agree Go Live & Training Plan - User Training	- Review SOW with PlotBox - Deliver Pre-requisites. - Nominate Internal Client Project Team - Project Sponsor - Project Manager - Data Owner - Data Testing Team - Process Owner - Process Testing Team - System Champions (per Facility) - Financial Integration Owner - Provide Documentation/Process Flows on existing Client Processes. - Make available a 'Data owner' to liaise with PlotBox on data queries during analysis. - Develop and share test plans for DAT - Client Data team to Run DAT - Data Acceptance Testing in accordance with Test Plans - for all digital data (FAT) Functional Acceptance Testing - on additional development only (e.g. Financial Integration, Delivery of additional development activities) - Client to feedback regularly on issues and

Go-Live on PlotBox	findings to PlotBox via provided recording mechanism. - Ensure internal Client Data team members have availability to complete intensive data testing during defined period. - Sign off on Data Acceptance testing following Completion - Sign off on Functional Acceptance testing following Completion - Provision of appropriate training facilities where staff will be un-disturbed . - Ensure communication mechanisms are functional for online training. - Ensure user availability for training. - Ensure users have availability for continuous PlotBox usage between training sessions. Usually this is in the format of Dual entry of Daily functions. - Realign Client Process Manuals during training period. - Facilitate re-cut of data pre Go Live - Agree and Sign-off on Project implementation completion and handover to Customer Success Team - Complete customer health check survey during go live preparation and post Go live.
--	---

1.4 Annual Fee

As per the Services Agreement, payment of the Subscription Fee / Annual Fee for Hosting of your site and Support for your users is due on an annual basis in advance.

First annual payment will be invoiced upon contract signature. Subsequent invoices will be sent annually on that date for the term of the contract (5 years).

Note:

The Annual fee is for Subscription to the PlotBox application which includes hosting and support. During the implementation phase, this fee also covers setting up the subscribed users and configuring the site for them, and both PlotBox and user testing of the data and configuration within the system prior to go live. It covers Support from all teams during the implementation phase (e.g. technical consultants, mapping, product, development, training and support teams). These teams support the system set up right through to supporting your test environment. After go-live, all support responsibility is handled primarily by the Support team, who would pull in other teams as and when required depending on the issue.

1.5 Key Project Roles & Responsibilities / Personnel

This section outlines the key project roles and responsibilities for each position on the project team. Assigned personnel must be agreed and assigned within the first week of Project Kick-off.

The importance of these roles is imperative to the success of the project. Please appoint the right people to the roles and responsibilities to avoid delays in going live with your new system.

Client Roles

Role	Description / Responsibilities	Who (Name, email)
Project Sponsor	Decision-makers with the knowledge and authority to decide on project issues – requirements, design decisions, budgets, resourcing, etc.	
Project Manager	Main point of contact on Client side for project onboarding. Understand project goals and objectives. Establish activities within the Client site. Prepare Client Project schedule. Ensure Client resources are available as required. Direct people individually and as a project team. Keep everyone connected with the project Informed. Review project progress and take action to move forward as planned. Ensure Client responsibilities are completed within agreed time frame.	
Data Owner	SMEs (Subject Matter expert) on existing systems Data to whom the PlotBox team needs access for advice. Support the Data Testing and Acceptance	
Process Owner	SME (Subject Matter expert) who can approve and make final decisions on the PlotBox implementation of Standard Operating Procedures.	
Testing Team	Dedicated time to conduct Data acceptance and Functional acceptance testing to ensure everything is working as expected	
Process Testing Team	SMEs on existing and new system processes and systems to whom the PlotBox team needs access and advice	
Financial Integration owner (if applicable)	SME on existing financial processes and systems to whom the PlotBox team needs access and advice.	
System Champions (per Facility)	SME on processes and systems to whom other staff can reach out for assistance	

PlotBox Roles

www.plotbox.io

Belfast
Boston
San Francisco
Sydney

**Serving
Better
Together.**

Role	Description / Responsibilities	Who
Sales/Commercial Lead	Commercial Lead involved during the pre-sales phase. Manage and support any commercial aspects to the project.	
Project Manager	PlotBox Project Manager monitors and manages PlotBox responsibilities Track project progress. Provides guidance and support to the client through the PlotBox Onboarding journey. Obtain formal acceptance for project deliverables	
Customer Success Manager	PlotBox Customer Success representative will support the client through the customer onboarding journey and continue to support post go-live.	Only required if ARR is more than \$10k
Executive Vice President of Operations	Head of the PlotBox Operations team. Escalation on project	Asim Mirza asim.mirza@plotbox.io

The Client must ensure that its personnel for the key roles:

- (i) are competent and have all necessary and appropriate skills, training, background and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them;
- (ii) behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice;
- and
- (iii) understand and agree to the scope requirements of this Agreement which are relevant to them.

Key Personnel to be assigned to the project

The Client must ensure that the Key Personnel are made available to fulfill the tasks and roles allocated to them during the project onboarding.

Changes to the Key Personnel

Any changes to key personnel must be notified as early as practicable.

Client must use its best endeavors to find a replacement who is at least equally qualified and experienced and notify PlotBox for that replacement person.

NOTE:

Any impacts on client key personnel through the project may have the potential to influence the delivery of the project and have consequences to the schedule timeline, quality and costs. Where this occurs PlotBox will follow the Change Control Process.

1.6 Communication Plan

A Communications plan will be delivered to the client during the PlotBox Partnership Kick Off call. It is the responsibility of the PlotBox Project Manager to ensure that the client is kept informed and updated throughout the onboarding project phase.

2 Scope Of Work

2.1 PlotBox Software Platform

The PlotBox 'Pro' platform will be configured by us to meet your needs. The platform includes the provision of the following modules as per the PlotBox tender/proposal submission:

Solution Type	
KEY: [M] = Included as Standard; [SI] = Bolt On Option; [Blank] = Not Included	

Modules	Summary	Pro
Deceased Records Management	Bring all deceased records together into a quickly searchable database of cremation/interment records.	Yes
Deeds Management	Keep track of grave owners with ease using the deeds module. Enter, edit and print deed documents. Supports sell or lease plots/memorials; manage ownership records and transfer of ownership requests and produce deed documents.	Yes
Plot Management	Management of each plot, including capacity, depth, location and records. If Mapping is included, supports visibility with an interactive map view on current plot inventory status. Support efficiency in sales processes using PlotBox iPad app to quickly view all available plots to sell whilst on-site with potential customers.	Yes
Mapping Module	High resolution drone imagery creates a truly digital map for access on any device to show real-time inventory status. The verified mapping process is a forensic audit of your inventory and often identifies extra available inventory.	Yes
Contracts Management	You can sell from anywhere on any device, with quick and easy access to your inventory, maps and records. You can keep track of payments.	Yes
Booking Schedule	Calendar schedule for cremation/interment bookings. Maintain customized diaries and schedule appointments and services right from a Contract.	Yes

www.plotbox.io

Belfast
Boston
San Francisco
Sydney

**Serving
Better
Together.**

	Burial orders, labels and other 'paperwork' are auto generated from the system to avoid duplication	
Memorials Management	Memorials module is used to manage memorial leasing in cemeteries. Users are notified about expiring memorials, reminder letters can be auto-produced in the system and management can quickly pull reports to view memorials sold by type.	Yes
Finance	Take control over invoices, payments and receipts. PlotBox holds a huge amount of financial data so we want to make it easy for you to interpret, without having to pull together a ton of Excel spreadsheets. Our accounting reports can include: General Ledger, Accounts Receivable etc and will depend on the modules purchased as part of the package.	Yes
Work Orders	Work order request and completion management tied to a master schedule with email notifications. Users can easily generate work orders from customized drop down lists and quickly assign tasks to staff. Tasks can be linked to locations on a map to show exactly where the work needs to be done and track the status of each jobs progress (e.g. not yet started, in progress or complete).	Yes

2.2 Discovery and Design

PlotBox consultant(s) will carry out process discovery and process alignment session to: -

- (i) support understanding of the current business processes and data
- (ii) align processes to PlotBox and configure an effective solution.

This will assist the project team with data migration, front-end configuration settings and training.

Business Process Discovery

- The PlotBox consultant will carry out a process discovery and will work with the designated Super User(s)/Data Owner(s) to understand your current processes and how this will impact the data migration.

Process Alignment

- The PlotBox consultant will carry out a process alignment remotely and will work with designated Super User(s) to ensure the processes you currently use within your organization will align correctly with PlotBox functionality or if some changes will be required to your process in line with PlotBox functionality.

2.3 Site Configuration

Facility – PlotBox will configure your Software instance for the facility as below:-

Facility	Facility Name	Facility Type	Address
1	Vernon Cemetery	Cemetery	14827 S 305th E Avenue, Coweta, OK 74429

PlotBox will configure your site for the above facilities, including the set up of the below key areas, for each of the modules listed above.

- **Location/ Language Settings/ Timezone**
- **Tax Rates**
- **Role & User Management** - *note- PlotBox will configure User Roles & Accounts according to this Statement of Work and Annual Fees associated with PlotBox. The Client will identify as part of their pre-requisites the **NAMED USERS** to whom the 9 Licenses will be allocated, and the Role they will perform on PlotBox.
- **Facility**
- **Cemetery Sections**
- **Diaries**
- **Funeral Directors/ Memorial Masons**
- **Fees including General Ledger set up, Trust Fund configuration and Commission configuration.** *note- PlotBox will migrate Fee data from your existing database where available. Where no existing database is available, or we are unable to extract Fee information, PlotBox will provide guidance to support the Client entering this information into PlotBox. Thereafter it is the Client's responsibility to ensure this information is up to date. Any existing inaccuracies in your current data will continue to appear in PlotBox.
- **Document Templates** – PlotBox have a standard set of Document Templates available depending on the solution type delivered. By default, PlotBox will use the standard “out of the box” templates.

For clarity on what is configured with regards to Document Templates: -

- PlotBox can only accept MS Word format for document templates, therefore any Client supplied templates must be in MS Word Format.
- PlotBox can only map any client provided document templates into an existing PlotBox document template (i.e. if the PlotBox template does not exist, there will be no like for like mapping or setup of that specific client document template into PlotBox).
- PlotBox consultant will configure the document template(s) by applying the PlotBox Tags that are available in the solution for that Document Template type;
- Configuration of any document template(s) excludes any formatting changes to the templates (e.g. fonts, styles, tables, colors, page settings etc..).
- Each Document Template is the same for all the facilities (e.g. Deed Document template

will be the same template used across all facilities **1** facility).

- If any additional changes outside the standard configuration of adding “Tags” to MS Word document templates is required, PlotBox can discuss this request with the Client and follow the Change Order process (Note. this may incur additional effort and cost).

2.4 Data Migration

PlotBox will migrate data from your existing database/s as identified below:-

- **Access**

Note: Any additional sources of data not listed to be migrated may incur an additional cost.

Data Types to be imported are :-

Data Types Included In Scope	Data Types Not In Scope
• Records ○ Deceased Records ○ Burial/Cremation Event details (no diary entry for cremation burial, or appointment bookings in the past or future) • Deeds ○ Deeds of Property (ownership) • Plots ○ Key Plot Information ○ Interments	(for Clarity - this data is NOT included in Scope) • Schedule (past or present) • Memorials • Contracts • Work Orders • CRM Contacts, quotations, appointments or notes • Bulk upload of scanned documents • Historic Financial Reporting including General Ledger Transactions • Historic Commissions • Historic Trust transactions/ balances

Note: The above Data Types to be imported can only be confirmed when the PlotBox Data Migration Team conducts an analysis of the source **Access** Data to confirm this data exists. Also, the source data will be mapped and migrated to the outlined modules above in compliance with PlotBox definition of these data modules

Memorial Plots - In our experience memorials are not always linked to physical locations/ plots in existing data. While the actual memorial data will be migrated, this may result in a manual task for the Customer team to create memorial plots and link them to the associated memorial entry.

Data Analysis will be carried out on the source data to determine the validity, structure and integrity of the existing digital data. Following PlotBox analysis of the data, any concerns will be discussed with the Client.

Data will be imported using a series of scripts developed by our Data Migration Team. The data imported will be functional within PlotBox where all current fields appear as expected in PlotBox.

NOTE: Any inaccuracies that exist in the Client's current system will also appear in PlotBox and any subsequent data cleanup will be the responsibility of the Client following Go Live.

The Data Migration team will undertake a range of Quality Assurance Tests to ensure that the data meets certain requirements. But further Data Acceptance Testing will be required by the Client in a timeframe agreed with PlotBox.

The data is stored in the cloud and hosted by our chosen server provider Microsoft Azure. This allows for real time remote access by employees or sales consultants from any location.

Important!

- PlotBox has not included time for the clean up or cleansing of data prior to import into PlotBox.
- During the PlotBox data analysis phase, we may identify information that may need to be "cleansed" or tidied up prior to import. The PlotBox data migration team will provide advice on how to cleanse this data if the client deems it necessary.
- PlotBox is not responsible for the consolidation of data when multiple data sources are to be migrated, or if multiple facilities have separate data sources.
- The client is responsible for providing PlotBox with the data source(s) to be migrated during the various stages of delivery. PlotBox is not responsible for any costs that may be associated with a 3rd party supplier/ vendor in supplying this source data to the client.

NOTE: Any unanticipated complexity in the source data may result in a revision of PlotBox initial Data Migration costs. If this occurs it will follow the Change Control Process.

The nominated client key personnel must be available throughout the Data Migration phase, any delay may have the potential to influence the delivery of the project and have consequences to the schedule timeline, quality and costs. Where this occurs, PlotBox will follow the CR Process.

2.4.1 Transition Strategy:

As part of our initial project initiation we will take time to understand the client's existing systems and operations to help determine the most appropriate transition strategy for the move from the incumbent system(s) to PlotBox.

Although the most suitable strategy will depend on the specific needs of the customer we find that in most cases we recommend a short **period of parallel running** (see table below) of both PlotBox and the existing system(s) in order to enable new users to get oriented to the new systems with the close support of PlotBox staff.

1. One time, single switchover event	After a single implementation event the client will move from using their incumbent systems to solely using PlotBox for their activities. Pros • Quick and simple implementation resulting in PlotBox running immediately • Ability to decommission old systems earlier Cons • High impact and risk approach • Cemetery staff and colleagues will be expected to be 'up to speed' immediately
2. Incremental implementation or phased approach	Core processes are incrementally moved from being operated on the existing system(s) to being undertaken only in PlotBox. Over a period of time all processes would incrementally be moved over from the current system(s) to PlotBox until all were only operated via PlotBox. Pros • Allows staff sufficient time to adapt to new system • Provides early feedback of system usage in a production environment without risk to all process areas. Cons • Slowest approach to transitioning the software • Due to increased implementation timeline is costly given the extended support requirements
3. Parallel running period	Where for a short period of (three to five days) the client WILL run PlotBox alongside their existing system(s) until the acceptance criteria are met. Pros • Allows staff sufficient time to adapt to new system • Provides early feedback of system usage in a production environment without risking all process areas. • Timeline of dual running shorter than incremental implementation • Dual running can be targeted to only specific areas/sites/facilities Cons • Increased workload for Cemetery Staff, entering data into two systems

2.5 Mapping

Drone Flights

PlotBox have agreed with the Client that Drone Flight/s of 1 Cemetery Properties will be undertaken, in order to produce a Hi-Resolution Aerial Image of the property.

Before the commencement of the Drone Flight, a PlotBox surveyor (or Contracted Surveyor) will install ground control points following location recommendations by the PlotBox Mapping Team.

www.plotbox.io

Belfast
Boston
San Francisco
Sydney

**Serving
Better
Together.**

PlotBox will aim to create a clear aerial image, however we cannot account for variations in weather conditions for example sunshine/cloud cover especially within images for cemeteries with multiple drone flights i.e. 25 acres plus. Where flight restrictions are in place the next best aerial imagery will be sourced i.e. plane or satellite imagery for use as the basemap for drawing over.

Property locations are

Facility	Facility Name	Facility Type	Address	Acreage Total
1	Vernon Cemetery	Cemetery	14827 S 305th E Avenue, Coweta, OK 74429	20
Totals				0

High-Resolution Aerial Map

PlotBox will use the **Drone** Images to produce an orthomosaic.

This Mosaic and the Ground Control Points will be imported into ArcGIS where the Aerial Map will be Geo-Referenced and published online.

Map Overlay

Following Data Migration, the Mapping team will undertake an initial call with the Client to identify initial Plot Points on all sections, improving the GPS accuracy of map overlays.

PlotBox will overlay **Paper/CAD** maps as per location, provided by the Client, over the Aerial Images.

PlotBox assumes that Paper/ CAD maps will be at Plot Level for the whole cemetery. If individual lot cards need to be interrogated to understand plot locations within lots, the Change Control Process will be followed to allow for custom drawing, where required.

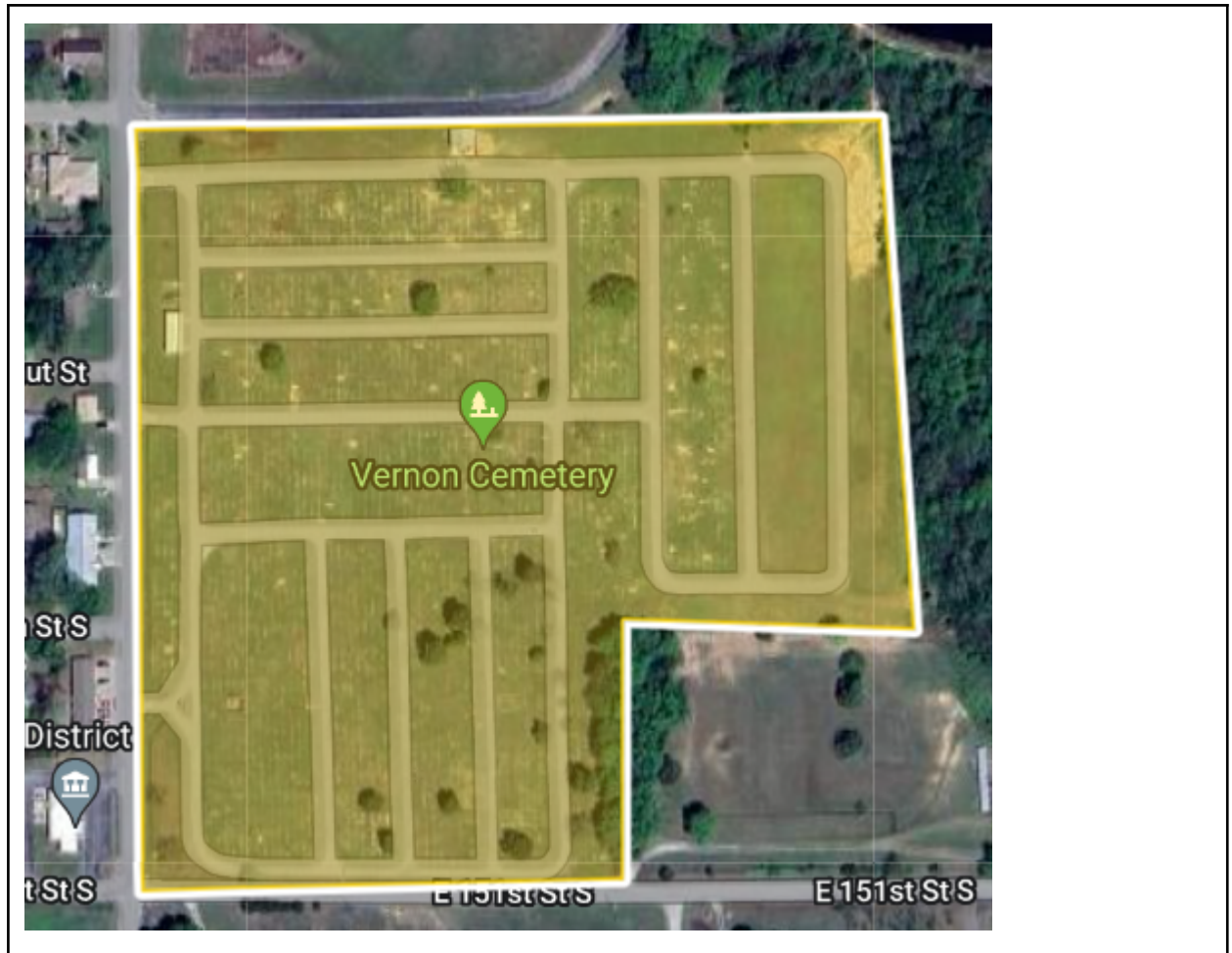
The Combined Aerial image and Map Overlays will be imported into ArcGIS and published online for linking to the client's plotbox site.

Aerial Images

Included below are Google images identifying

1. The Area for Drone Flight (Yellow Area - *if applicable*)
2. The Area for On-Site Data Matching (Darker Area - *if applicable*)

Vernon Cemetery



2.8 Financial Integration / Export

Not Applicable

2.9 Test System Delivery

Once the Data Import and Quality Assurance tasks are completed by the Data Team, they will be in a position to handover the Test PlotBox Site to the client. During this handover the Data team members will guide the client through the imported data and provide further guidance as to the DAT required.

The Test System is defined as the client providing electronically available records, deeds and plots for the **1 facility** which will be migrated into PlotBox and made available to the client for their testing.

The Test System at this point will contain the following records:

- Records
- Deeds
- Plots

Please note, at this point light training will only be provided on functions relevant to Data Testing. During this phase of the project, the Client is advised to focus SOLELY on imported Data accuracy.

The Data Team member will also provide the client with access to the **JIRA Portal** to raise tickets and record any data differences found. This portal should be administered by the Clients Data Owner from their internal project team. They should ensure this is updated by Data Testers, and perform consolidation where the same issue is reported by several users.

Note, any existing inaccuracies in your current data will continue to appear in PlotBox.

The Data Team member will agree to regular checkpoints with the Client during the Data Testing period. During these calls the Issues Log will be shared and discussed.

2.10 Data Testing

This is an area of the project at high risk of time delays, which will have a knock-on effect on subsequent Project Milestones, including Go Live.

It is vitally important that the client performs an extremely thorough, intensive and complete Data Testing Exercise.

The Client should ensure that Data Testing Team members have the availability to dedicate approximately 1-2 hours per day to this function during the defined periods.

2.10.1 Test Plans

Early in the project lifecycle, the Client will be required to create Data Testing plans relevant to their Company configuration. (PlotBox Data team members will be able to provide guidance on these if required).

2.10.2 Test Duration

During the project planning phase, the client will agree with the Project Manager a duration for Data Acceptance Testing (DAT). A typical timeframe for Client DAT is approx 2-4 weeks. It is important that the Client verifies the migrated data in accordance with guidance provided, and within the agreed timeframe as delays can affect the overall project schedule.

2.10.3 Data Resolution

At the end of the agreed Data Acceptance period, the Data Owner will send the latest list of JIRA tickets to the PlotBox Data Team member. The Team member will work through these during the assigned time period (approx 2 weeks) and resolve any identified differences.

Once they have completed Quality Assurance (QA), a refreshed Test site will be made available for the Data Testers, with the issues addressed. The JIRA tickets will also be updated and returned to the Data Owner until the issues are resolved.

2.10.4 Data Retesting

A retesting period will also have been agreed with the Client early in the project. During this period the Data Testers should re-test any differences previously identified to ensure these are now accurate. The Data Owner should ensure that re-testing results are updated in the tickets and that any new differences are included.

2.10.5 Data Sign-off

Where no errors are found, the Client will be asked to confirm in writing that the Data Acceptance Testing has been successful. This is via electronic sign-off using Docusign.

NOTE: FOLLOWING DATA SIGN OFF, ANY FURTHER DATA DIFFERENCES IDENTIFIED WILL BE ADDRESSED VIA THE CHANGE CONTROL PROCESS AND MAY INCUR COMMERCIAL CONSIDERATION.

NOTE: that until Data Acceptance Testing has been signed off, there may be some dependencies on project activities that may not be possible to progress to the next project stage (e.g. Go-Live). Additionally Sign-Off of Data Acceptance Testing is required as a prerequisite to the training phase in order to support an effective, bespoke training solution (only applicable if tailored / bespoke training has been included in scope). Otherwise any training will be provided within a standard training environment.

2.11 Go-Live - Data Refresh

2.11.1 Refreshed Extract of Data

Prior to Go-Live, a fresh extract (or copy) of the client source data will be required to carry out a Data Refresh. It will be the Client's responsibility to coordinate this with 3rd parties and provide it to PlotBox within the required time-frame. PlotBox will not be responsible for any facilitation costs that may occur with 3rd Parties.

A time frame for the Data Extract and subsequent Go Live will be agreed upon with the Client in advance.

A representative time frame example is as follows:-

Day 1	Preparation of the data extract by the Client and transmission to PlotBox during the same business day. PlotBox should have access to this data extract prior to the close of business on Day 1 in order to provide confirmation that they are able to proceed.
Day 2 - 4	Import of Fresh Data by PlotBox (see below for Data Delta)
Day 5	Validation of Imported Data & Live System prior to commencing data entry. It may be the case that Data Entry cannot commence until late Thursday Afternoon, so the client should be aware of this in advance and ensure alternative arrangements are in place.

Once Data Entry has commenced, the client should enter the data delta and revert to Business as Usual

NOTE. Whilst this is a representative time frame, variations to this may occur based on your project specifics.

2.11.2 Entering Data Delta

Following the retaking of the Data Extract above, there may be a period (for example approx. 3 days, it is not recommended to do this for more than 5 days) during which the client will continue to operate. This will either be via manually recording entries, or continuing to use their incumbent software. This period of data will not be included in the Data extract taken previously and will require entry to PlotBox once the system has been confirmed as ready to proceed.

NOTE: It is the Client's responsibility to ensure that this Delta is accurately noted for re-entry and also the order in which it should be entered.

NOTE: in exceptional circumstances where a Data Refresh and Go live may be required over a weekend, the Change Order process will be followed and may require additional commercial consideration.

2.12 Additional Development/Integration

Not Applicable

2.13 Functional Acceptance Testing (FAT) (only where additional functions are developed for the customer)

Not Applicable

2.14 Training and Support

2.14.1 Training

Training will be provided following Data Acceptance Testing sign-off, as purchased by the Client. This Training Budget, as purchased by the Client, is detailed below:-

- Up to a Maximum of **10** hours of Online Training prior to Go Live

Anything over and above the training listed here, will be charged at the normal Hourly Rate. For any additional training hours, the Change Order process can be followed.

The Client should endeavor to agree on a timely and proactive training plan with PlotBox.

Failure to attend agreed training sessions or frequent cancellation of these by Client staff, may result in the Client incurring an additional charge for rescheduled sessions or forfeit of these sessions.

Users must provide a minimum of 24 hours notice by email to their Trainer or PM if they wish to cancel a session, anything less than 24 hours will result in the allotted time being removed from the client's training budget.

This Budget should be utilized within **1** month of Go Live.

2.14.2 Go-Live Support

For Go Live support, PlotBox support will be provided through PlotBox's standard online support channels (i.e. using Jira Service Desk). There will be No onsite support presence provided on Go Live.

- If onsite presence is required on Go-Live this can be discussed and agreed upon with the PlotBox Trainer and PlotBox Project Manager in advance. If additional hours over and above the purchased onsite support presence at Go-Live is required, these will be charged at the normal Hourly/Daily Rate. For any additional hours, the Change Order process will be followed.

2.15 Project Management

On confirmation of Project Award, a PlotBox Project Manager will be assigned to the client's project to support and assist in the delivery and implementation of PlotBox.

An Introduction call will be facilitated between the PlotBox Commercial Team, PlotBox Project Manager, Plotbox Customer Success and the Client to familiarize all parties to the new team members.

The PlotBox Project Manager will arrange a Project Initiation meeting with the client to discuss PlotBox Processes, Teams and Delivery Methodology.

The Project manager will work with the Client to develop the project plan and identify resource availability and action tasks for both the Client and within PlotBox.

The Project Manager will agree to regular reporting and meeting intervals throughout the project enabling the Client to monitor the project activities/tasks, dates and track progress.

Typical Project Management Meetings and Reporting for **PlotBox Professional** are as follows:

Type	Frequency
Project Kick Off Meeting	Once (Start of Project)
Status Update	Monthly

These intervals will be agreed in advance, and will be based on PlotBox experience of similar PlotBox implementations. During active phases of the project, status updates may be provided more frequently in order to assist with project delivery. Any increased frequency will be determined by the Project Manager; where the Client wishes to increase the frequency of either reporting or meetings, this will be addressed via the Change Control Process.

2.16 EverAfter

EverAfter (www.discovereverafter.com) is PlotBox's go-to website for genealogists and members of the public searching for deceased records.

In the final stages of the project, the client data will be included in the EverAfter records. The Client may direct the families to this website or place a link on the client's own website to it.

Please note that the Client's facility will be one of many included on the site. However, should the client wish to upgrade to a 'Branded' version of EverAfter which only contains the client's data and pictures/references to the client's facility, then do contact us and we can discuss further with you.

(NOTE: EverAfter is not included as one of the Key deliverables, and the Project may be passed to the Customer Success Team prior to completion of this task.)

Summary of what you will get from EverAfter: -

- EverAfter (Standard)
 - Deceased Records made publicly searchable alongside other PlotBox customers' data.
 - Including the following data against a deceased if data is recorded/available in PlotBox;
 - Name
 - Date of Birth
 - Date of Death
 - Date of Burial/Cremation
 - Plot Reference
 - Headstone/Marker Image
 - Name of Others buried in the same plot
 - Coordinate Directions (if plot has been mapped)
 - Public Genealogy Notes (If person of interest)
 - Including the following data against the facility
 - Name
 - Address
 - Contact Number
 - Email
 - Overview of Information about the facility
 - Image of the Facility
 - Visitors to the Site can "Suggest an Edit" on a record which will come through to the client as an email.

2.17 Delivery Team Handover to Customer Success Team

Within PlotBox implementation, teams are divided into 2 areas.

- The **Project Delivery Team** - look after the Client during the set up of the PlotBox software. They look after getting the client's data imported, the Client's maps uploaded and the client's users trained etc and ensuring that all the Client Key Deliverables are met.
- The **Customer Success Team** - who look after the Client once the project delivery team has completed their tasks and the client is running live on PlotBox. They will respond to any queries regarding methodology, process, new functions, problems etc, and provide ongoing support and assistance during the client's partnership with PlotBox. They will also keep the client' appraised of new functionality as it is added to the software and how this best fits into the client's processes.

When the PlotBox Project Manager considers the Key Deliverables to be met, they will commence the handover to the Client to the Customer Success team. Until the Client is formally handed over to the Customer Success Team, a client won't be included in their processes and communications, and may miss out on important information and system updates. So it is important that this step is completed.

The Client's support mechanisms will not alter, if anything, they'll improve and the Client will use the Jira Service Desk messaging system which goes straight to our Support desk for triage.

This does not indicate that PlotBox's relationship with you as a Client is complete, this ONLY formalizes the completion of the installation to the facility.

1. The PM will confirm all work is completed as per the Key Project Deliverables
2. The PM will confirm with the PlotBox Accounts Department that the final payment is now due (if applicable)
3. The PM will notify the Client via email of their intention to Transfer the project to the Customer Success Team , and seek the Client's agreement. Any outstanding items identified will have an approach discussed and action agreed upon. These will be accepted by the Client and the Customer Success Team.
4. The PM will create an Electronic Project Delivery Sign Off, and sign on behalf of PlotBox. Any agreed outstanding actions will be included in this document.
5. The PM will send the Electronic Project Delivery Sign Off to the Client for signature. The Client should endeavour to complete this as soon as possible. If there are any queries or reasons for not completing the Client should notify the PM of these.
6. Once the Project has been signed off by both the Client & PlotBox, the PM will complete an internal PlotBox handover to the Customer Success team.
7. The Client will now be considered "Live" and "In Support".
8. Any issues encountered by the Client from this point should be reported to the Support team via PlotBox's In App Messages Service "Jira Service Desk" during regular Support hours.

3 Primary Assumptions & Risks

ID	Description	Likelihood	Impact	Risk	Contingency	Owner
----	-------------	------------	--------	------	-------------	-------

www.plotbox.io

Belfast
Boston
San Francisco
Sydney

**Serving
Better
Together.**

1	Out of Scope	Medium	High	High	All issues reported outside of this SOW will be handled as support issues or feature request / project change orders. Please note that with a project change order a cost may be incurred.	PlotBox PM
2	Data Accuracy	High	High	High	Data given to the PlotBox data team by the Client for migrations, will be the most accurate and up to date version of that data set. Any inaccuracies in the client's current system will also appear in PlotBox and any subsequent data cleanup will be the responsibility of the Client or upon agreement with PlotBox.	PlotBox PM
3	Project Management	Low	Medium	Low	The Client will supply the necessary internal Project Management resources during and after the conversion project.	Client
4	Data Migration	Low	High	Medium	Project timelines are based on the premise that PlotBox will have direct access to employees of the Client who can help understand the data being migrated.	Client
5	Delays in delivery of Pre-Requisites	High	High	High	Client should attempt to have Prerequisites with PlotBox ASAP after External Kick Off	Client
6	Delays in Testing/Training	High	High	High	Client should attempt to adhere to agreed timelines	Client
7	Delays in Mapping	High	High	High	Client should attempt to provide copies of Maps and identify key Plot Points in agreed timelines	Client
8	Data Migration - Source data complexity	High	High	High	During the Data Migration Analysis phase, PlotBox Data Migration team may encounter unforeseen complexity and additional effort and time may be required to deliver the Data Migration elements. The PlotBox Data Migration Team will carry out the Analysis of the source data provided by the client, if any additional effort and time is required to resolve the data complexities, this will be handled via the PlotBox Change Order process where an additional cost or schedule impact may be incurred.	Plotbox PM

IMPACT	High	Medium	High	High
	Medium	Low	Medium	High
	Low	Low	Low	Medium
		Low	Medium	High
		LIKELIHOOD		

4 Prerequisite Checklist

Project Contact Details

Please provide the contact information (Email and Tel No) for the following:-

Title	Responsibilities
Client Project Manager	• Key Project Contact who will distribute information throughout the Client organization • Understand project goals and objectives • Establish activities and detail budget within the organization • Prepare the Client Project schedule • Ensure Client resources are available as required • Direct people individually and as a project team • Keep everyone connected with the project Informed • Supervise the progress and work of project contractor • Review project progress every week and take action to move forward as planned • Ensure Client responsibilities are completed within agreed time frame
Super User/Lead Tester	• High-level knowledge of existing systems and practices • Ability to troubleshoot • Testing expertise • Ability to communicate effectively with technical teams, users and management • Continuous process improvement skills • Detail oriented • Adaptable to change • First line of support for the client's customers • Act as liaison between Client users and PlotBox • May be involved in training of existing and new users

Any of these roles may overlap, i.e. the Client's Main contact is also a Super user and also the person most familiar with the current process for a site.

Data Exports

- ☐ Export of all data for all sites from the agreed systems outlined above in the Data Migration section. If these cover multiple locations/facilities these should be named appropriately.
- ☐ A **list** of the Client's current fees, section names, active funeral directors and memorial masons if applicable. Whilst these will be retrieved from the Client's Data where possible, this also provides a checkpoint for the Data Migration Team.

Company Logo

Please provide a copy of the Client's Company Logo for inclusion on the Client's documentation

Maps

Please provide copies of the Paper/CAD maps identified for overlay on the Client's aerial maps.

User Listings

Provide details of a **NAMED USER** for each license purchased, their email address, role and base location (if appropriate)

Staff Leave

Please provide details of staff leave during the project time-frame to allow planning.
Also any busy times of day/week/month/year to avoid etc Year end/Standard Holidays

EverAfter

For *EACH* facility;

Default Latitude/Longitude

Address Line 1, Address Line 2, Town, County, Country, Post/ZipCode

Overview Photograph

Cemetery Contact Name (This might not be same as who the Client's projects main contact is)

Contact Email Address (As above)

Contact Phone Number (As Above)

Facility Overview (If Applicable)

5 Additional Information

5.1 Delay in Prerequisite Delivery

During the Project Kick off Call, a timeframe will be agreed during which all identified prerequisites should be delivered. The Client should endeavor to adhere to this timeframe. The Client project will not be included in the PlotBox Schedule of Works until these are all received.

If all identified prerequisites are not delivered within 4 weeks of the agreed timeframe, then the 40% test system invoice will become immediately payable.

5.2 Data missed in pre-requisites

Please ensure that the Pre-requisite Data provided includes ALL relevant data, including any key information held outside the incumbent software if appropriate.

If not included during initial data exports, and is identified following Test System delivery, this will require additional configuration of Migration Scripts. This additional work will be charged at PlotBox's standard time and material rates for any additional work, and may affect estimated project timelines.

5.3 Project Restart Fees

These may be incurred following 15 working days of non-communication from the Client e.g. requested files not being provided, clarification of data not being provided, testing not being completed within a given time frame etc.

PlotBox will continue to make attempts to contact via email / phone during this 15 day period, after which point the project will be placed on hold, and removed from the current works schedule.

During a project restart a fee may be incurred and a new timeline will be discussed, as other projects will have taken the place of the original resource bookings.

6 Statement of Work Sign off

I accept that the information in this Statement of Work is an accurate reflection of the work to be carried out to complete the project.

Agreed For and on behalf of **PlotBox** by:

Agreed For and on behalf of **Client** by:

(Signature)

(Signature)

(Name)

(Name)

(Date)

(Date)

7 SCHEDULE 1 – COMMERCIAL TERMS

Acceptance Tests	Means the acceptance tests to be undertaken by the Customer in conjunction with Plotbox to confirm the Services operate substantially in accordance with this SOW, as agreed by Plotbox and the Customer, promptly following the Effective Date.
Effective Date	Means the date this SOW is signed.
Facility or Facilities	means the number of and specifically named cemeteries, burial grounds and/or crematoria which the Customer is responsible for and in relation to which the Customer is licensed to use the Services, being [1] facilities.
Initial Subscription Terms	means a period of 5 years from the Effective Date
Payment Terms	(a) 100% of Project and Annual Fees paid in [5] equal annual payments; The Customer shall provide PlotBox with a purchase order number for invoicing upon contract signature. Delay in carrying out the Acceptance Tests once the Services are made available shall not relieve the Customer of its payment obligations or extend the above dates for payment. Payment of the Subscription Fees is due on an annual basis in advance. Plotbox shall invoice the Customer for the Subscription Fees upon signing of this contract and the Customer shall pay the amount due within 14 days of date of invoice. All amounts payable under this agreement are non-refundable.
Project Fees	means the fees payable by the Customer to PlotBox for carrying out the Work and delivery of the Services prior to the Acceptance Tests, as set out in Appendix 2.
Service Hours	means 9am to 5pm, each Business Day, Monday to Friday, excluding UK Public Holidays and US Federal Holidays
Subscription Fees	means the annual subscription fees payable by the Customer to Plotbox for the User Subscriptions, as set out in Appendix 2.
Proposal	N/A
User Subscriptions	Means up to [9] individual named users specified by the Customer and agreed by Plotbox as at the Effective Date, who may use the Services in relation to the Facilities specified in the Tender only. In the event that the Customer wishes to use the Services at additional facilities or permit additional individual named users to use the Services, the Customer must purchase additional User Subscriptions in accordance with clause 4 at PlotBox's then prevailing rates.

8 APPENDIX 1

8.1 SUPPORT PROVISION

Any time worked, at the Customer's request or for the rectification of critical incidents, outside the Service Hours or outside the scope of the Services (including, without limitation, the Out-of-scope Services specified below) will be charged at the T&M and/or Overtime Rate (as applicable) plus TAX and Expenses (if any). The Service Charge applies solely to the provision of the Services and does not include third party costs for hardware or software. All third party costs will be charged as Expenses to the Customer monthly in arrears.

T&M Rate

The T&M Rate of \$850 [plus VAT] and Expenses (if any) applies per Man Day (being 8 hours per working day (Monday to Friday, excluding Northern Ireland Public Holidays)) for a support services engineer in addition to the Subscription Fees for work carried out outside the scope of the Services. (This is unlikely to apply to the **Customer** unless bespoke work is requested).

Overtime Rate

The Overtime Rate shall be calculated at double the prevailing T&M Rate + VAT and Expenses (where applicable). (This is unlikely to apply to the **Customer** unless bespoke work is requested).

Expenses

Expenses will be charged at cost and shall be paid by Customer monthly in arrears

8.2 SERVICE OVERVIEW

Plotbox will provide the following support services:

- Help Desk Support via standard online support channels (i.e. using Jira Service Desk)
- Routine Systems Management
- Security updates
- Enhancement of existing service features (but not new functionality development) is included free of charge
- Incident Management via Plotbox Support
- Management of technical relationship with Plotbox's chosen service provider

8.3 OUT OF SCOPE

Plotbox may reasonably determine that any Services requested by the Customer are Out-of-scope Services. If Plotbox makes any such determination, it shall promptly notify the Customer of that determination, and the Customer acknowledges that Plotbox is not obliged to provide Out-of-scope Services.

For the purposes of this Agreement "Out-of-scope Services" means any services provided by Plotbox in connection with any apparent problem reasonably determined by Plotbox not to have been caused by a Fault but rather a cause outside of PlotBox's control (including without investigation work resulting in such a determination) or by: any improper use, misuse or unauthorized alteration by the Customer; any unauthorized use by the Customer; use of any hardware or software not supplied by Plotbox; or the use of a non-current version or release of the Software or Services.

8.4 ERROR CORRECTION

- In accordance with this Agreement, Plotbox will use all commercially reasonable endeavors to maintain the Services in good working order during the Service Hours.
- The Customer will promptly notify Plotbox of any support request via email or online of any defect error or other problem with the Services that means it fails to function in all material respects in accordance with its specification as published by Plotbox (the **"Fault"**) and provide Plotbox (in so far as the Customer is reasonably able) with a documented example of the Fault, a description of the problem and start time of the incident and such information and assistance as is reasonably necessary to assist Plotbox to diagnose and rectify the Fault. Plotbox will categorize and record all Support Requests made in a Support Database and an entry in the Support Database will remain active until resolved.
- On receipt of a request for correction of any 'Incident Raised,' the matter will be logged in an Incidents Database and Plotbox will prioritize the Support Request based on its reasonable assessment of the severity level of the problem reported. PlotBox will use all reasonable endeavors to ensure that staff commence investigatory and corrective work within the Service Hours, to meet the target response time specified below at the table depending on which category, or priority, the Incident Raised falls as defined in accordance with the table below.

8.5 TARGET RESPONSE TIME (WITHIN SERVICE HOURS)

Priority	Target Response time
Critical	1 hours
Severe	3 hours
Serious	6 hours
Minor/Query	24 hours

8.6 ERROR CLASSIFICATION

Priority	Classification
Critical	System not usable for any purpose
Severe	Malfunction impacting critical piece of functionality
Serious	Malfunction impacting non-critical piece of functionality
Minor/Query	Routine advice and guidance request, Documentation deficiency or usability suggestion

8.7 EXTENSION

The parties may, on a case by case basis, agree in writing to a reasonable extension of the response times specified above. The Customer hereby acknowledges and agrees that, whilst PlotBox shall use all reasonable endeavors to meet the response times, all such times are estimates only, and time shall not be of the essence under this agreement.

9 APPENDIX 2

9.1 FEE SCHEDULE

9.1.1 SUBSCRIPTION FEES

Subscription Costs for 5 years based on 9 users	Total (Year 1) - \$21,000 annually (Year 2) - \$21,000 annually (Year 3) - \$21,000 annually (Year 4) - \$21,000 annually (Year 5) - \$21,000 annually
--	--

9.1.2 PAYMENT TERMS

As agreed with Client, PlotBox will offer a Full Subscription Model for payment of Project Fees and Annual Subscription Fees.

Approximate Annual Payment: \$21,000 (5 annual payments; final payment may vary due to rounding. First payment due upon contract signature/receipt of invoice. Each payment will be due annually on the same day as the first invoice.)

Notwithstanding anything to the contrary contained in this Agreement, PlotBox and Customer, an Oklahoma municipal corporation, acknowledge that this Agreement provides for performance of Services over a five (5) year period. The initial year of the Agreement shall begin on the 1st day of September 2024 and end on the 31st day of August, 2025. Thereafter, this Agreement shall be subject to four (4) separate one (1) year renewal terms. However, Customer may cancel or reduce Services upon at least ninety (90) days written notice to PlotBox in the event funds for the performance of Services become unavailable or reduced. Customer shall pay PlotBox for all charges and costs for Services incurred prior to any such cancellation or reduction. Note, this provision applies only in the event funds were not appropriated for the services due to unforeseen circumstances. To be clear, the Project Fees are \$30,000 and are being paid at a rate of \$6,000 per annum (this is part of the \$21,000 Annual Fee) over the course of the 5 year term. If the Agreement is canceled under this clause, the balance of Project Fees will be due and payable to PlotBox. For example, if after one year the Customer decides to cancel under this clause, \$6000 worth of Project Fees will have been paid and the Customer will owe PlotBox the remaining \$24,000 of Project Fees.

PLOTBOX – GENERAL TERMS

1. INTRODUCTION

- 1.1. This page sets out the general terms and conditions (**General Terms**) which apply to any Software and Services (as defined below) which Plotbox (as defined below) licences or provides to any Customer (as defined below).
- 1.2. The parties' agreement for the licensing, use and provision of the Software and Services is made up of (i) the SOW; (ii) these General Terms; and (iii) any other written document either issued by Plotbox (and expressly referring to and incorporating itself into the agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the **Agreement** and apply to the contract between the parties to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3. When construing the meaning of the Agreement, the documents listed in clause 1.2 shall be interpreted in an order of priority in the event of any inconsistency or conflict, with documents appearing earlier in the list taking priority over documents appearing later in the list.
- 1.4. These General Terms are published on Plotbox's website. The Customer should print or save a copy of these General Terms for its records.
- 1.5. Any order placed by the Customer shall only be deemed to be accepted upon Plotbox's signature of the SOW at which point and on which date the Agreement shall come into existence.
- 1.6. Plotbox may amend these General Terms from time to time as set out in clause 18. Every time the Customer agrees a new SOW with Plotbox it should check these General Terms to ensure that it understands the terms which will apply to the Agreement at that time. These General Terms were most recently updated on 10 April 2020.
- 1.7. Any SOW issued by Plotbox shall be valid for a period of 28 days from the date of issue, if not counter-signed and returned by the Customer, at which point the offer outlined in the SOW shall lapse.

2. INTERPRETATION

- 2.1. The definitions and rules of interpretation in this clause 2 apply in the Agreement.
"Acceptance Tests" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Agreement" has the meaning given to it in clause 1.2;
"Authorised Users" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 4.2(e);
"Business Day" means a day other than a Saturday, Sunday or public holiday in the USA;
"Change of Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly;
"Completion Date" means the estimated date by which Plotbox shall make the Services available to the Customer for the Acceptance Tests;
"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5;
"Customer Data" means the data inputted by the Customer, Authorised Users, or Plotbox on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

- "Documentation"** means the SOW and any other relevant documentation provided by Plotbox to the Customer in connection with the subject matter of the Agreement;
"Effective Date" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Facility" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"General Terms" has the meaning given to it in clause 1.1;
"Initial Subscription Term" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Payment Terms" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Privacy Policy" has the meaning given to it in clause 7.3;
"Project Fees" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Services" means the subscription services provided by Plotbox to the Customer under the Agreement via www.plotboxit.com or any other website notified to the Customer by Plotbox from time to time, as more particularly described in the Documentation;
"Service Hours" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Software" means the online software applications provided by Plotbox as part of the Services;
"SOW" means the statement of work provided by Plotbox to the Customer, including all appendices thereto;
"Subscription Fees" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
"Subscription Term" has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
"Support Services Policy" means Plotbox's policy for providing support in relation to the Services as made available at www.plotboxit.com or such other website address as may be notified to the Customer from time to time;
"User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 4 which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Agreement, as specified in the commercial terms in Appendix 1 to the SOW;
"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
"Work" means Plotbox's work, duties and obligations to be carried out under the Agreement, as specified in the Tender and the Documentation. In the event of any conflict between the terms of such documents, the Documentation shall prevail.
- 2.2. Clause and paragraph headings shall not affect the interpretation of the Agreement.
 - 2.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
 - 2.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 2.5.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.6.** A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.
- 2.7.** A reference to writing or written includes faxes but not e-mail.
- 2.8.** References to clauses are to the clauses of these General Terms. References to sections are to sections of the relevant Appendix to the Agreement.

3. SCOPE

- 3.1.** Plotbox shall carry out the Work with reasonable diligence and dispatch, and with reasonable skill and expertise, to make the Services available for Acceptance Tests by the Completion Date.
- 3.2.** Plotbox shall carry out, in conjunction with the Customer, the Acceptance Tests and make the Services available to the Customer in accordance with the terms of the Agreement.
- 3.3.** Any and all timescales specified are estimate only, and time shall not be made of the essence by notice.
- 3.4.** If Plotbox's performance of its obligations is delayed at the request of the Customer or because of its acts or omissions, the relevant timescale shall be amended to take into account such delay. If Plotbox can demonstrate that the delay has resulted in an increase in cost to Plotbox in carrying out the Work or providing the Services, Plotbox may, at its sole discretion, notify the Customer that it wishes to increase the Project Fees and/or Subscription Fees by an amount not exceeding any such demonstrable cost. Plotbox shall add such amount to its fees accordingly, which additional amount shall be payable in accordance with the Payment Terms.
- 3.5.** The Customer shall carry out the Acceptance Tests, in conjunction with Plotbox, promptly following Plotbox's confirmation that the Services are available for acceptance testing. If the Services do not substantially conform to the Documentation, the Customer shall promptly provide Plotbox with written notice to this effect, giving details of the non-conformance. Plotbox shall, as appropriate, remedy the non-conformance and the relevant test(s) shall be completed within a reasonable time. Acceptance of the Services shall be deemed to have occurred on whichever is the earliest of: (a) the signing by the Customer of an acceptance certificate; (b) the expiry of 5 (five) days after Plotbox has made the Services available for the Acceptance Tests; or (c) the use by the Customer (or any Authorised User) of the Services in the normal course of business.
- 3.6.** Plotbox shall be given an extension of time for performance of the Work if: (a) a force majeure event occurs; or (b) a variation to the Work or Services is made at the Customer's request; or (c) a delay is caused in whole or part by an action or omission of the Customer or its employees, agents or third party contractors.

4. USER SUBSCRIPTIONS

- 4.1.** Subject to the Customer paying the Project Fees purchasing the User Subscriptions in accordance with the Payment Terms and clause 11, the restrictions set out in this clause 4 and the other terms and conditions of the Agreement, Plotbox hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations, more particularly the collating and management of cemetery data.
- 4.2.** In relation to the Authorised Users, the Customer undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User

Subscriptions it has purchased from time to time, as specified in the Commercial Terms; (b) it will not allow or suffer any User Subscription to be used by more than one individual named Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; (c) each Authorised User shall only be entitled to access and use the Services for the purposes and according to the level of access applicable to the category of Authorised User specified in the Tender; (d) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly (which, unless otherwise agreed by Plotbox, will initially be set up by or on behalf of Plotbox) and that each Authorised User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Plotbox within 5 Business Days of Plotbox's written request at any time or times; (f) it shall permit Plotbox to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Plotbox's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; (g) if any of the audits referred to in clause 4.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Plotbox's other rights, the Customer shall promptly disable such passwords and Plotbox shall not issue any new passwords to any such individual; and (h) if any of the audits referred to in clause 4.2(f) reveal that the Customer has underpaid Subscription Fees to Plotbox, then without prejudice to Plotbox's other rights, the Customer shall pay to Plotbox an amount equal to such underpayment as calculated in accordance with the prices set out in the Commercial Terms within 10 Business Days of the date of the relevant audit.

- 4.3.** The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and Plotbox reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 4.4.** The Customer shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or (c) use the Services and/or Documentation to provide services to third parties; or (d) subject to clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or (e) attempt to obtain, or assist

- third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 4.
- 4.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Plotbox.
- 4.6. The rights provided under this clause 4 are granted to the Customer only, and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer or other entity connected to the Customer.

5. ADDITIONAL USER SUBSCRIPTIONS

- 5.1. Subject to clause 5.2 and clause 5.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Commercial Terms and Plotbox shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of the Agreement.
- 5.2. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Plotbox in writing. Plotbox shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).
- 5.3. If Plotbox approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Plotbox's invoice, pay to Plotbox the relevant fees for such additional User Subscriptions (based on Plotbox's then prevailing rates at the point at which such request is made) and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

6. SERVICES

- 6.1. Plotbox shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.
- 6.2. Plotbox shall use commercially reasonable endeavours to make the Services available during the Service Hours, except for unscheduled maintenance provided that Plotbox has used reasonable endeavours to give the Customer notice in advance.
- 6.3. If using Internet Explorer, the Customer must have at least version 9 installed, as earlier versions than this are not supported by the Services. However, whichever browser is used to access the Services, it is recommended that the latest version is installed.
- 6.4. In terms of support provision Plotbox shall use all reasonable endeavours to provide support in accordance with Appendix 2 to the SOW.
- 6.5. In the event that any member of staff providing any services under the Agreement is unable to provide such services for a prolonged period for any reason then Plotbox shall, within a reasonable period, replace such staff member with an individual in a similar role or with similar experience to the staff member whom they are replacing.
- 6.6. Plotbox shall deliver the Services to the Customer (subject to the Customer complying with its obligations hereunder) in accordance with the timeline specified in the Documentation.
- 6.7. The Customer shall provide, for Plotbox, its agents, sub-contractors, consultants and employees, in a timely manner, access to all information and materials as Plotbox requires to perform its obligations under the Agreement and shall ensure that such information and materials are accurate and up-to-date.
- 6.8. If Plotbox's performance of its obligations under the Agreement is prevented or delayed by any act or omission

of the Customer, its agents, sub-contractors, consultants or employees, Plotbox shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly as a result of such delay.

- 6.9. Subject to the remainder of this clause 6, if there is a delay in the Completion Date upon which the Services are to be made available by Plotbox for Acceptance Tests, the Customer shall, upon giving Plotbox 14 days' notice to that effect, and allowing it such 14 day period to remedy the delay, be entitled to terminate the Agreement or (by way of sole remedy) seek a 5% reduction in the Project Fees for each week that the Completion Date is delayed beyond the 14 day period following the Acceptance Date.

7. CUSTOMER DATA

- 7.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 7.2. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for PlotBox to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by PlotBox in accordance with its archiving procedure. PlotBox shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result. Customer agrees to maintain its own backup copy of Customer Data in the form it was held by Customer prior to providing it to Plotbox for processing under this Agreement.
- 7.3. If PlotBox processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and PlotBox shall be a data processor and in any such case: (a) the Customer acknowledges and agrees that, subject to PlotBox notifying the Customer of such transfer or storage in advance, the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorized Users are located in order to carry out the Services and PlotBox's other obligations under this Agreement; (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to PlotBox so that PlotBox may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf; (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and (d) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage
- 7.4. The Customer hereby grants PlotBox permission to use, store, publish, distribute, and publicly display as part of its genealogy portal at www.discovereverafter.com, the Customer Data, for the purposes of public searching and family history research, provided that this permission may be withdrawn by the Customer at any time by providing PlotBox with written notice to that effect or upon cancellation of this contract.

8. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Plotbox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any

transactions completed, and any contract entered into by the Customer (including those entailing any transfer of Personal Data), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Plotbox. Plotbox recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Plotbox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9. SUPPLIER'S OBLIGATIONS

- 9.1.** Plotbox undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 9.2.** The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Plotbox's instructions, or modification or alteration of the Services by any party other than Plotbox or Plotbox's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Plotbox will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, Plotbox:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3.** The Agreement shall not prevent Plotbox from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

10. CUSTOMER'S OBLIGATIONS

- 10.1.** The Customer shall provide Plotbox with (i) all necessary co-operation in relation to the Agreement; and (ii) all necessary access to such information as may be required by Plotbox; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services; (a) comply with all applicable laws and regulations with respect to its activities under the Agreement; (b) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Plotbox may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement; (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Plotbox, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; (e) ensure that its network and systems comply with the relevant specifications provided by Plotbox from time to time; and (f) be solely responsible for procuring and maintaining its network connections and

telecommunications links from its systems to Plotbox's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11. CHARGES AND PAYMENT

- 11.1.** The Customer shall pay the Project Fees and Subscription Fees to Plotbox for the User Subscriptions in accordance with the Payment Terms.
- 11.2.** If PlotBox has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of PlotBox: (a) PlotBox may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and PlotBox shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 12% (or if lower, the maximum rate permitted by law), commencing on the due date and continuing until fully paid, whether before or after judgment.
- 11.3.** All amounts and fees stated or referred to in the Agreement: (a) shall be payable in US Dollars; (b) are, subject to clause 15.4, non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to Plotbox's invoice(s) at the appropriate rate.
- 11.4.** Plotbox shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 5.3 on expiry of the Initial Subscription Term and on an annual basis on each anniversary of such date upon 30 days' prior notice to the Customer, provided that any such increase shall be line with the amount of any increase from time to time charged by Plotbox to customers similar to the Customer.
- 11.5.** Pursuant to clause 11.3, the Customer shall be responsible for and shall pay all sales or other taxes and government fees associated with the Subscription and Services provided by PlotBox, levied by any government agency, whether charged to PlotBox on behalf of the Customer, or charged directly to the Customer.

12. PROPRIETARY RIGHTS

The Customer acknowledges and agrees that Plotbox and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

13. CONFIDENTIALITY

- 13.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 13.2.** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

- 13.3.** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 13.4.** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.5.** The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Plotbox's Confidential Information.
- 13.6.** Plotbox acknowledges that the Customer Data is the Confidential Information of the Customer, save to the extent it is agreed or known by the Customer to be disclosed or processed by Plotbox pursuant to Clause 7.
- 13.7.** No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. INDEMNITY

- 14.1.** The Customer shall defend, indemnify and hold harmless Plotbox against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) Plotbox provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.
- 14.2.** Subject to clause 15, Plotbox shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringe any U.S. patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) Plotbox is given prompt notice of any such claim; (a) the Customer provides reasonable co-operation to Plotbox in the defence and settlement of such claim, at Plotbox's expense; and (b) Plotbox is given sole authority to defend or settle the claim.
- 14.3.** In the defence or settlement of any claim, Plotbox may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 14.4.** In no event shall Plotbox, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than Plotbox; or (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Plotbox; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Plotbox or any appropriate authority.
- 14.5.** The foregoing, and clause 15.4(b) states the Customer's sole and exclusive rights and remedies, and Plotbox's (including Plotbox's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. LIMITATION OF LIABILITY

- 15.1.** This clause 15 sets out the entire financial liability of Plotbox (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer: (a) arising under or in connection with the Agreement; (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 15.2.** Except as expressly and specifically provided in the Agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Plotbox shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Plotbox by the Customer in connection with the Services, or any actions taken by Plotbox at the Customer's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and (c) the Services and the Documentation are provided to the Customer on an "as is" basis.
- 15.3.** Nothing in the Agreement excludes the liability of Plotbox: (a) for death or personal injury caused by Plotbox's negligence; or (b) for fraud or fraudulent misrepresentation.
- 15.4.** Subject to clauses 15.2 and 15.3: (a) Plotbox shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Plotbox's total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total amount paid by the Customer to Plotbox under the Agreement during the 12 months immediately preceding the date on which the claim arose.

16. TERM AND TERMINATION

- 16.1.** The Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Agreement shall (subject to the parties reaching agreement on the level of fees payable) be automatically renewed for successive periods of 12 months (each a Renewal Period), if the Customer provides its written consent to renewal no later than 30 days prior to the end of the then current Initial Subscription Term or Renewal Period. If it does not, then the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period, unless otherwise terminated in accordance with its provisions. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.
- 16.2.** Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being

notified in writing to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; (d) an application is made to court, or an order is made, for the appointment of an administrator, receiver, or bankruptcy trustee over the party; or (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business relevant to performance under this Agreement.

- 16.3.** On termination of the Agreement for any reason: (a) all licences granted under the Agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; (c) Plotbox may destroy or otherwise dispose of any of the Customer Data in its possession unless Plotbox receives, no later than 30 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Plotbox shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17. FORCE MAJEURE

Plotbox shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Plotbox or any other party), failure of a utility service or transport or telecommunications network, act of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration. If such a force majeure event prevents, hinders or delays Plotbox's performance of its obligations for a continuous period of more than three (3) months, the Customer may terminate the Agreement by giving one (1) months' notice to Plotbox.

18. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and appended to the Agreement. This shall be without prejudice to Plotbox's general rights to amend these General Terms from time to time, which amended General Terms shall apply to any new Agreement entered into between the parties after the date of such amendment. Customer should ensure that it checks the URL to which these General Terms are uploaded to ensure that it understands what terms will apply at that time.

19. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such

right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. COUNTERPARTS

The SOW may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed SOW (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the parties to the terms and conditions of the Agreement.

21. RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

- 22.1.** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 22.2.** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23. ENTIRE AGREEMENT

- 23.1.** The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 23.2.** Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

24. ASSIGNMENT

- 24.1.** The Customer shall not, without the prior written consent of Plotbox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 24.2.** Plotbox may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

25. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. NOTICES

- 27.1.** Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by

pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

- 27.2.** A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

28. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Wagoner county in the State of Oklahoma exclusive of conflict or choice of law rules but inclusive of applicable federal law, including the Federal Arbitration Act. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules, using Expedited Arbitration Procedures, available at www.jamsadr.com. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits. The Tribunal will consist of one (1) arbitrator. The place of arbitration will be Wagoner County, Oklahoma. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

CONTRACT FOR PROFESSIONAL SERVICES

Public Relations Consultation Services
Crossroads Communications, LLC

This Contract (“Contract”) for Public Relations Consultation Services is made and entered into as of the 5th day of August 2024 by and between the **City of Coweta** (“City”), an Oklahoma municipal corporation, and **Crossroads Communications, LLC** (“Consultant”).

This Contract shall be in effect as of the 1st day of July 2024 and shall be in effect through the 30th day of June 2025. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discretely qualified source, to wit: municipal-focused public relations and marketing strategy, communication, planning, and implementation; crisis communications and Public Information Officer (PIO) services; social media and citizen-outreach communications management and execution; successful business attraction projects in numerous Oklahoma communities; providing expert support for economic development efforts; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: manage the City’s public image through public relations; provide consultation regarding community outreach and communication; improve the community environment through public communication across multiple channels; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and resource for City staff.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;
2. As necessary, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact; write, create graphics, and execute social media;

3. Build content and graphics for the city newsletter “Coweta Connections” to be published approximately 4 times per year (every three months); prepare print files and coordinate with city’s chosen vendor as necessary.
4. Execute “Coweta Connections Online videos” on a periodic basis as needs and communication plans dictate with the general expectation of 6 videos produced in any 12-month period, to be pro-rated if contract covers less than a 12-month period (videos to be produced in offsetting months without a city newsletter as much as possible).
5. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
6. Serve as crisis communications point person when necessary or advisable.
7. Advise and assist the City pertaining to any aspect of communications planning, community or public relations where City has a need and Consultant has applicable knowledge or experience.
8. Serve as PIO for City departments, including Police, Fire, and Public Works as necessary.

C. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

D. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers’ business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant, or Consultant acting without authority from City.
3. The Consultant agrees that any advice or service provided under this Contract will be to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant monthly on the 15th of each month during the Term of the Agreement - Public Relations, as set forth in Sections (A) and (B), Scope of Services	12	\$2,900.00	\$34,800.00
Notes: specific deliverables, such as city newsletter printing, web site development, photography or videography outside of that specified in the scope, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City's specific public relations needs. Periodic reports and related information provided by Section III.I of this Contract are included in the consultation fee and there will be no additional charge for such reports and information. Any additional fees above the monthly consultation fee must be approved in writing by the City Manager in advance.			
			\$34,800.00

III. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve (12) months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence, unsatisfactory level of performance by Consultant, or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract unable to be performed, upon fifteen (15) days prior notice by City. Prior to such termination by City being effective, if requested by Consultant in writing, the parties shall meet and confer within ten (10) calendar days in an attempt to resolve the issue(s). The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant for an undisputed amount that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An “Event of Default” under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.

1. In the event that the parties are unable otherwise to resolve any dispute under this Contract, prior to litigation being commenced, the parties agree that such dispute shall be submitted to a mediator in the Tulsa, Oklahoma, geographic area that is mutually agreeable to both parties. Each party shall pay one-half (1/2) of the mediation fee. Mediation shall be required prior to either party commencing litigation against the other for claims related to this Contract.
2. Remedies shall be limited to direct and indirect damages, without consequential or punitive damages.
3. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

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

G. Limited Indemnification.

The City accepts full responsibility for its decisions to act or not act according to the advice provided by Consultant. City is a municipal corporation and may not indemnify Consultant. The City shall be liable to Consultant and any third parties for losses resulting from the City’s negligent acts or omissions, or the negligent acts or omissions of the City’s employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and imposed by Oklahoma Constitution Article 10, Section 26.

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers’ compensation insurance, general liability insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its

employees. Consultant will provide current insurance certificates upon request by City.

3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

H. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
3. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

I. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

J. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this

Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.

3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

K. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state. The venue for any lawsuit arising under this contract shall be the District Court of Wagoner County, Oklahoma.

L. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

M. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

N. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract. The parties shall follow any telephone, cell phone or electronic notices by a mailed notice so that the other party receives a "hard copy" of the notice given.

For notices to City

City of Coweta
Attn: City Manager
310 S Broadway
Coweta, OK 74429
jcasteen@cityofcoweta-ok.gov

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, President
6660 S. Sheridan Rd., Ste. 200
Tulsa, OK 74133
(918)-633-4397
mandy@crossroads-team.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

REMAINDER OF PAGE IS BLANK

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Coweta

Julie Casteen, City Manager

Date _____

ATTEST:

Marcy Kilgore, City Clerk

Approved as to form:

Patrick Boulden, City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____



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: Public Information Officer Contract

Date: August 2, 2024

BACKGROUND

Over the last several years, the City of Coweta/Coweta Public Works Authority has utilized the services of Mandy Vavrinak and the team at Crossroads Communications, LLC for services related to out-facing communications with the public and the press. The team has been responsive to the needs of the public safety agencies for crisis communication and has done a good job in managing the City's social media presence.

Staff recommends renewing the agreement with Crossroads Communications, LLC in the amount of \$34,800/year.

STAFF RECOMMENDATION

Staff recommends the approval of the professional services agreement with Crossroads Communications, LLC for public relations consulting and direction to the City Manager to execute all necessary documents.

ATTACHMENTS

Consulting Agreement.



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

Memorandum

To: Honorable Chair, Members of the Board of Trustees
From: Julie Casteen, Trust Manager
Re: South 289th East Avenue Bridge over Coweta Creek
Date: August 2, 2024

BACKGROUND

In an effort to reduce the number of structurally deficient bridges in our state, the Oklahoma Department of Transportation (ODOT) is making Federal Bridge Formula Program funds available to local jurisdictions to replace or repair as many structurally deficient bridges that the funding will permit.

The bridge on South 289th East Avenue over Coweta Creek was selected for 100% funding to replace the structure. The replacement will also include widening the bridge. The total estimated cost is \$1.9 million, which is fully funded by ODOT. The agreement calls for cooperating with ODOT for right of way acquisition, storm water permits, utility relocations, etc. The City will retain responsibility for maintenance of the bridge and right of way.

STAFF RECOMMENDATION

Staff recommends approval of a funding agreement with ODOT related to Federal Project No.: BRO3-8447(004)CB, State Job No.: 38447(04)(05)(06)(07).

ATTACHMENTS

Funding Agreement with ODOT

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

BFP: CITY IN COWETA OVER COWETA CREEK ON S 289TH EAST AVE 0.3 MI S OF E 151ST
ST SOUTH NBI 01273

Project No.: BRO3-8447(004)CB

State Job No.: 38447(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **COWETA**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, the Department proposes to make certain improvements to include the modification of BFP: CITY IN COWETA OVER COWETA CREEK ON S 289TH EAST AVE 0.3 MI S OF E 151ST ST SOUTH NBI 01273 in order to serve the people of the State of Oklahoma and the citizens and residents of CITY/TOWN OF COWETA in WAGONER County, and

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are

enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Department shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Department or a consulting firm, if the Department deems it necessary. The Department warrants that they will review the plans and will certify that the plans are acceptable and are in full compliance with current standards and specifications.

2.2 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.3 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.4 The Department certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36.

2.5 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.6 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.7 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a BFP total estimated cost of **\$1,900,000.00**, as described below:

FUNDING SOURCE =>			BFP	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT
38447(05)	Design -	\$300,000	100	\$300,000
38447(06)	Right-of-Way -	\$50,000	100	\$50,000
38447(07)	Utilities -	\$50,000	100	\$50,000
38447(04)	Construction - (With 6% Inspection)	\$1,500,000	100	\$1,500,000
Total		\$1,900,000.00	Total=>	\$1,900,000.00

4.2 Furthermore, the Department and the Sponsor agree that actual BFP costs incurred by project phases (**JP 38447(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage

throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting

facilities, including all appurtenances thereto and including the sign lighting facilities.

- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the

Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the

interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

- 12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

- 13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

- 14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____,
20____, and the Department on the _____ day of _____, 20____.

THE CITY OF COWETA

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF COWETA

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



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: 2008 Ford Rescue 1 Surplus to Haskell FD

Date: July 30, 2024

BACKGROUND

The Coweta Fire Department is currently using a 2008 Ford F-550 for any type of medical or motor vehicle collisions. This unit is currently in service and operating as it should. The future of Coweta Fire is to purchase a 4-person enclosed cab Rescue to be able to adequately serve the Coweta Fire district for the next 10-15 years. Fire Administration and the Union Committee members are currently in the process of completing specification sheets for this new Rescue that was approved in FY23.

In an effort to raise funding for this new Rescue purchase, it is proposed to sell this unit before arrival of the new Rescue to offset the loan amount for this purchase. Not only will this surplus offset the loan amount, but it will also build a stronger relationship with Haskell FD to offer them a quality Rescue truck that we can still utilize by mutual aid for any response between Coweta and Haskell.

STAFF RECOMMENDATION

Staff recommends a motion to accept the \$45,000.00 bid for Haskell Fire to purchase this Rescue Truck.

ATTACHMENTS

Haskell Fire bid on Rescue 1



Haskell Fire Department

105 East Commercial

Haskell, OK 74436

Bravery for Our Community

To: Coweta Fire Department / City of Coweta

From: Haskell Fire Department

Subject: Coweta Rescue 1 Fire Apparatus

Haskell Fire Department would like to offer Coweta Fire Department \$45,000.00 for their Rescue apparatus that they are surplus. A 2008 Ford F550 VIN: AFDAF57Y48EE41068 with 40,300 miles, with a Blanchat Mfg skid unit MODEL: B-27 Minuteman built November 20, 2008, and a complete set of TNT extrication equipment, 2 x 100ft hose reels, pump motor, spreaders, and cutters.

Thank you for reviewing our offer.

Sincerely,

Edward Geneva

Captain / Office Administration

Haskell Fire Department

P.O. BOX 9

Haskell, OK 74436

Direct: (918) 680-2018

Office: (918) 482-3933 Opt. 5



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 RTV Side-BY-Side
Date: July 24, 2024

BACKGROUND

The Public Works Department is requesting the purchase of a new RTV Side-by-Side to be utilized at the cemetery for groundskeeping and maintenance.

The purchase price of a 2024 RTV-X1100CWL-HS Side-by-Side from Stewart Martin Kubota of Broken Arrow utilizing the City of Coweta Sourcewell contract #86901 is \$22,440.22. Funds for this purchase would come from the Capital Improvements Budget, 12-5404.013.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the RTV at a cost not to exceed \$22,440.22.

Attachments:

RTV Side-by-Side quote from Stewart Martin Kubota of Broken Arrow

-- Standard Features --

-- Custom Options --



V Series

RTV-X1100CWL-HS

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
75 Amp Alternator

TRANSMISSION

VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
Defroster
Fully opening roll-down door
windows
Digital Multi-meter
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
Height 79.5 in
Length 120.3 in
Wheelbase 80.5 in
Tow Capacity 1300 lbs
Ground Clearance 10.4 in
Suspension Travel 8 in
Turning Radius 13.1 ft

Factory Spray-on Bedliner
"L" Models Only

Bright Alloy Wheels (Silver-
painted)
Silver-painted with machined
surface
"S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-HS Base Price: \$27,199.00

Configured Price: **\$27,199.00**

Sourcewell Discount: **(\$5,983.78)**

SUBTOTAL: **\$21,215.22**

Dealer Assembly: **\$0.00**

Freight Cost: **\$825.00**

PDI: **\$400.00**

Total Unit Price: \$22,440.22

Quantity Ordered: 1

Final Sales Price: \$22,440.22

**Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
dealer**

Sourcewell #
Stewart Martin
Utility Vehicles
122220

*Some series of products are sold out for 2022. All equipment specifications are as cor
accessories may be added (or deleted) at the discounted price. All specifications and p
accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the
quote. All equipment as quoted is subject to availability.



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 2025 Freightliner Cab and Chassis
Date: July 29, 2024

BACKGROUND

The Public Works Department is requesting the purchase of a new 2025 Freightliner cab and chassis and a 15' dump body to also include a plow and spreader to be utilized by the Street Department for in-house projects, maintaining City streets, hauling off debris from various projects and snow and ice removal during winter months.

The purchase price of a 2025 Freightliner 108SD Plus cab and chassis from Premier Truck Group is \$110,852.00 utilizing Oklahoma State contract SW035T. In addition, a 5-year/200k mile extended engine warranty, a 5-year/200k mile extended chassis warranty, and 5-year unlimited towing warranty will be purchased for \$7,110.00.

The purchase of a new 15' dump body to be installed with a plow and spreader from Industrial Truck Equipment, Inc. is \$116,000 utilizing the Oklahoma State contract SW0106IT and SW0500.

Funds for these purchases would come from the Capital Improvements Budget, 12-5404.015.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the vehicle and related equipment and graphics at graphics at a cost not to exceed \$234,362.00

Attachments:

Premier Truck Group Quote

Industrial Truck Equipment, Inc. Quote



Purchase Agreement and Acknowledgement
PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET
TULSA OK 74107-8816

Department: NEW
Contract Date: 07/26/2024
Deal Packet: DE-53983
Branch: 125
Salesperson: Mike Sartin

Bill To: 17153
CITY OF COWETA
PO BOX 850
COWETA OK 74429-0850
P:(918) 486-2189 | F:(918) 486-5366

Ship To:
CITY OF COWETA
PO BOX 850
COWETA, OK 74429-0850

Stock#: TBD	VIN: 108SDPLOW	New 2025 FREIGHTLINER 108SD PLUS	Price:	\$110,852.00
15' DUMP BODY INSTALLED WITH PLOW AND SPREADER PER ATTACHED QUOTE 101596				\$116,000.00
WAI-5FNEW4: 5 YEARS/200k MILEAGE EXTENDED ENGINE WARRANTY				\$3,125.00
WBB-267TC4: 5 YEARS/200K EXTENDED CHASSIS WARRANTY				\$2,175.00
WAG-042 5 YEARS UNLIMITED TOWING COVERAGE \$1200 CAP PER OCCURRENCE				\$1,810.00
			Per Unit:	\$233,962.00
			Total Price	\$233,962.00
			Documentary Fee	\$400.00
			Total	\$234,362.00
			Net Total	\$234,362.00

TRUCK PRICED PER OK STATE CONTRACT SW035T
BODY PRICED PER OK STATE CONTRACT SW0106IT
SWOW AND ICE QUOTED PRICED PER OK STATE CONTRACT SW0500

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

Page 1
VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:



Industrial Truck Equipment, Inc.

3400 South Thomas Road
Oklahoma City, OK 73179
Phone: 4056886100

Quotation

Quote Premier Truck Group (Tulsa)

To: Mike Sartin
5104 W 60th St,
Tulsa, OK 74107

Quote Number:	101596	Contact:	Mike Sartin
Quote Date:	07/25/2024	Expires	08/09/2024
Customer:	PREMIER TRU1	Inquiry:	
Salesman:	Dunnam, Devin	Terms:	Net 30
Ship Via:		Phone:	918-260-0246
		FAX:	

STATE CONTRACT PROPOSAL FOR CITY OF COWETA
STATE CONTRACT SW0106IT, SW0500
VIKING-CIVES DUMP BODY, CERTIFIED POWER HYDRAULICS
VIKING-CIVES PLOW AND SPREADER

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	ODOTSPEC-VC-COWETA City of Coweta Snow & Ice Dump Body Package Viking-Cives Western Style Dump Body 15' x 36" Western Style True Cross-memberless Dump Body with 1/4" AR450 Single Sheet floor, A606 Corten Corrosion Resistant Steel. CS140 hoist with hoist basket. Grease extensions for hoist, Easily accessible. Trunnion mounted Hoist, more stable in the air. 12" Vertical Doghouse. Tail Hinge Body Locks for Added Safety when performing maintenance. Aero Tarp Assembly, integral tarp mounting in Cab shield. Built in weep holes to allow moisture to escape and reduce corrosion. Receiver Style Pintle Plate Assembly with Removable 45 Ton Pintle Hook and D-Rings, 7 Way Plug and Glad Hands. ODOT SPEC Warning Light System Includes: 60 Series Light Kit (4) Red/Blue 6" Ovals in Rear Corner Post (2) Amber White 6" Ovals In 45 Degreed Cabshield Corners (2) Blue Surface Mounts in Outward Rear Corner Post (2) Amber/White Surface Mounts in Grill Misc: Mudflap brackets, 3 Light bar. Flush Mounted Tailgate with Chains SS Built In Rear Mud flap brackets, Pull out Ladder. Bolt-On Asphalt Lip, Board Pockets. Blasted, Epoxy Primed, Painted Black (Unless other wise Specified, some colors may result in an upcharge.) with Polyurethane Top Grade Coating, with DOT Conspicuity Tape Added	1.0	1	\$189,583.34 /EA

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
	Viking-Cives Lo-Pro UQH Plow Hitch Installed and Quick Connections Plumbed for Plow Quick Coupler Drain Valve Installed Heavy Duty Channel Bumper Ends w/ Swept Back Edges and Sight Rod Holders.			
	Viking-Cives Midwest (Tennessee) TDOT Style MW30R11 Snow Plow 30" Moldboard with Tight Integral Curl Replaceable Base Angle w/ Standard Cutting Edge			
	Viking-Cives 15' Stainless Steel Conveyor Spreader with Galvanized Leg Stands (Hydraulic)			
	Certified Power Solutions Hydraulics Air Shift Hydraulics w/ APSCO Tower Mounted Levers for Plow and Hoist Function, Includes Steel 30 Gallon Combo Enclosure/Reservoir. Freedom 2.0 Spreader Controller Includes Front Mounted Pump and Driveline			
	Hydraulic Layout: Two Bulkhead Manifolds at each end of frame with Steel Hardlines plumbed for each spreader function along the inner section of frame. Spreader Connections are capped at rear bulkhead manifold, Quick Couplers at Rear Rub Rail.			
	Accessories: Rubber Flood Light for Rear of Truck (Spreader Light) Stainless Steel Shovel Holder (1) 24x24x30 Aluminum Underbody Tool Box, Mounted Passenger Side			
	Full Installation Kit furnished in house which includes, Weatherproof loomed wiring, Misc. Hardware, (4) Heavy Duty Mud Flaps with Brackets, Hyd. Fittings, Fluid and Hoses.			
			Total:	\$189,583.34
2	STATE CONTRACT DISCOUNT STATE CONTRACT SW0106IT, SW0500 40% off Industrial Truck Equipment Current List Price		1	--\$75,833.34 /EA
			Total:	(\$75,833.34)
3	FREIGHT CHARGES FREIGHT CHARGES		1	\$2,250.00 /EA
			Total:	\$2,250.00
			Sub-Total:	\$116,000.00
			Tax Exempt:	\$0.00
			Total:	\$116,000.00

Please email me with any questions or if you would like to submit a Purchase Order to Devin@iteok.com.

Thank you for this opportunity, I look forward to working with you.

By Dunnam, John
Industrial Truck Equipment, Inc.



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 Two (2) Grasshopper Mowers
Date: July 24, 2024

BACKGROUND

The Public Works Department is requesting the purchase of two new 900D-1.3L Grasshopper mowers to be utilized by the Parks and Recreation Department for groundskeeping and maintenance of City properties and easements.

The purchase price for two (2) 2024 new 900D-1.3L Grasshopper mowers utilizing the Oklahoma State contract, SW0196MM is \$24,410.75 each for a total of \$48,821.50. Funds for this purchase would come from the Capital Improvements Budget, 12-5404.014.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of two (2) mowers at a cost not to exceed \$48,821.50.

Attachments:

Quote from Enlow and Sons Equipment

Grasshopper QuikQuote

#21970N00388



Vendor:
Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
Enlow And Sons Equipment
16742 W Hwy 66
Sapulpa, OK 74066
P: (918) 224-7440

Bobby Hay
sales
E:
enlowandsonsequipment@gmail.com
P: 918-224-7440 C: 918-844-5484

Quoted for
CITY OF COWETA
E: rdooling@cityofcoweta-ok.gov



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 900D-1.3L with 3572RPF
Quoted: Jul 15, 2024
OK State Contract - SW0196MM
Contract ID: #SW0196MM
Contract Period:
02/08/2023–02/07/2025

Power Unit & Deck

	List	Contract
Model 900D-1.3L (532165) 1.3L MaxTorque Diesel engine; "no-gears" G3 pump-and-wheel-motor transmission; integrated multi-point suspension; Premier Suspension Seat and shock-absorbing footrest	\$22,135.00	\$17,708.00
3572RPF – 72" Dedicated Rear Discharge w/ PowerFold & pneumatic tires standard (532364)	\$5,345.00	\$4,276.00

List Total: **\$30,120.00**

Contract: **\$24,210.75**

Additional Pricing Adjustments

+ Freight \$200.00

Grand Total: **\$24,410.75**

Wholegoods

	List	Contract
533507TW – Tweels Airless Tail Wheel Tires - 13x6.5x6 - Set of 2 (in lieu)	\$345.00	\$293.25
503218+503220 – Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included)	\$265.00	\$212.00
503370 – Canopy Fan Kit	\$510.00	\$433.50
503188 – Canopy, Aluminum, for OPS and ROPS	\$550.00	\$467.50
503341 – Light Kit - Yellow Beacon Strobe (Offset)	\$230.00	\$195.50
504642 – Trash Shield Kit - 900 Series	\$80.00	\$64.00
533507 – Tweels Airless Deck Tires - 13 x 6.5-6 - Set of 2 (in lieu)	\$345.00	\$293.25
503637 – Speed-Trimming Roller Kit (LT)	\$135.00	\$114.75
503638 – Speed-Trimming Roller Kit (RT)	\$95.00	\$80.75

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to:

bdobson@grasshoppermower.com

PO #:

Approved by:

Signature:

Date:

Parts (1X–4X, KU, 6X–9X)

List

Contract

609015 –Radiator Cleaning Wand

\$85.00

\$72.25



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 2024 John Deere Mower
Date: July 24, 2024

BACKGROUND

The Public Works Department is requesting the purchase of a John Deere mower to be utilized at the cemetery for groundskeeping and maintenance.

The purchase price of a 2024 John Deere 72" Z980M ZTRAK mower utilizing State of Oklahoma purchasing contract SW0196JD is 12,954.97. Funds for this purchase would come from the Capital Improvements Budget, 12-5404.013.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the mower in an amount not to exceed \$12,954.97.

Attachments:

Quote from P&K Equipment

Quote Id: 31318893

Prepared For:
Accounts Payable
CITY OF COWETA

Prepared By: **Tony Carlson**

P & K Equipment, Inc.
11518 E. 66th Street North
Owasso, OK 74055

Tel: 918-437-3193
Fax: 918-437-0667
Email: tcarlson@pkequipment.com

Date: 12 July 2024

Offer Expires: 31 July 2024

Confidential

Quote Summary**Prepared For:**

Accounts Payable
CITY OF COWETA
Accounts Payable
PO BOX 850
COWETA, OK 74429
Business: 918-486-2189

Prepared By:

Tony Carlson
P & K Equipment, Inc.
11518 E. 66th Street North
Owasso, OK 74055
Phone: 918-437-3193
tcarlson@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id: 31318893
Created On: 12 July 2024
Last Modified On: 12 July 2024
Expiration Date: 31 July 2024

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty	Extended
2024 JOHN DEERE Z950M ZTrak - 1TC950MDCRR130789	\$ 12,954.97 X	1 =	\$ 12,954.97
Equipment Total			\$ 12,954.97

Quote Summary

Equipment Total	\$ 12,954.97
SubTotal	\$ 12,954.97
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,954.97
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,954.97

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 31318893

Customer: CITY OF COWETA

2024 JOHN DEERE Z950M ZTrak - 1TC950MDCRR130789

Hours: 0

Stock Number: 1105624

Code	Description	Qty
0694TC	JOHN DEERE 950M GAS MIDZ MOWER 72"	1

Standard Options - Per Unit

001A	COUNTRY CODES - US/CANADA	1
1037	72"DK PNEUMATIC TIRE	1
1506	72" DECK	1
2093	SUSP SEAT	1

Dealer Attachments

TCB10951	Mulch Kit (1828.8-mm (72-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1
----------	--	---

Other Charges

Freight	1
MISC	1

Original Factory Build Codes

Code	Description
001A	COUNTRY CODES - US/CANADA
1037	72"DK PNEUMATIC TIRE
1506	72" DECK
2093	SUSP SEAT



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: Case Number: CZ 24-05, PUD-R 24-01
Date: 08-05-2024

BACKGROUND

Applicant

The applicant, Olsson, Inc. for the property owner Hearth Custom Homes, LLC is seeking a Planned Unit Development (“PUD”) PUD-R 24-01 “Savanna Landing”. The property is approximately 19.91 acres +/- in Coweta, Oklahoma. The current zoning for the property is Residential Single-Family (RS-2).

Case Facts

- The property is located on the West side of 305th East Avenue, between East 151st and East 161st Street South, Coweta, OK, in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is zoned Residential Single Family (RS-2).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low intensity Industrial use. A future Comprehensive Plan Amendment should be performed to align the Future Land Use map with the current RS-2 Zoning.
- The development concept was to create twenty-five (25) lots designed for single-family detached dwellings. The street within Savanna Landing will incorporate a bar ditch system for stormwater drainage.
- Variance Four (4) Requests:

The developer is requesting a **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-3 N. ‘Paving Width’ of twenty-six (26) feet, face of curb to face of curb and through their PUD propose utilizing stormwater drainage ditch construction with no curbs and a two-foot gravel shoulder constructed on each side of the street. The overall right-of-way width will be sixty (60) feet.

They are also requesting a **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-4 ‘Curb and Gutter Streets’.

The development does not desire to construct sidewalks, with the bar ditch construction for stormwater runoff. They are requesting an additional **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-5, ‘Sidewalks’.

The development will not be served by City of Coweta sanitary sewer. According to the applicant, each lot will have an individual aerobic or septic system that must be designed, constructed, and approved by ODEQ. An additional **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-11 is being requested for 'Sewage Disposal and Water Supply'.

This development is not being constructed to the City of Coweta Subdivision Regulation Standards and Staff would like to comment for the record the City has no responsibility to accept streets and utilities in the future nor are they obligated to bring utilities to the site now or in the future.

The development will be served by Wagoner Rural Water District Number 5.

Existing Land Use	Existing Zoning
Vacant	RS-2
Surrounding Land Use	Surrounding Zoning
North: Light Industrial	IL
East: Agricultural	AG
South: Agricultural	AG
West: Residential	RS-1

- Legal Description: COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 1344.71 FEET TO THE POINT OF BEGINNING; THENCE S01°00'40"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 839.94 FEET; THENCE S88°47'32"W A DISTANCE OF 1015.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE N17°43'54"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 485.09 FEET; THENCE N72°05'44"E A DISTANCE OF 298.11 FEET; THENCE N17°19'58"W A DISTANCE OF 323.77 FEET; THENCE N88°46'50"E A DISTANCE OF 570.06 FEET; THENCE S43°41'42"E A DISTANCE OF 29.90 FEET; THENCE N88°46'24"E A DISTANCE OF 370.04 FEET; TO THE POINT OF BEGINNING. CONTAINING 19.91 ACRES, MORE OR LESS.

The application went through the following processes before the Planning Commission and is now before the City Council for Final Approval.

12-11-2 Types of Planned Unit Developments

12-11-10 Administrative Application and Review Procedures

- *Design Process*
- *Pre-application conference.*
- *Site Development Plan review*

DISCUSSION

The Comprehensive Plan and Proposed Land Use 2020-2030 Map reflect the above-mentioned property as having a future proposed land use of low intensity Industrial. Due to the previous owner's desired use of the property, it was zoned and projected to be a light industrial site. However, due to the parcel's location, it has since been determined that access for industrial traffic is extremely limited for this site, inhibiting the development of the property for industrial uses. The recent amendment to the zoning map

was not consistent with the Comprehensive Plan and Proposed Land Use Map; however, it is a lower land use intensity than originally proposed by the previous owner and Staff believes it is a better fit for the overall area. The map will be amended in a group amendment to align the use with the proposed current plan.

A public hearing was held on July 15, 2024, by the Coweta Planning Commission. At the Planning Commission meeting no residents were present to make any comments concerning the Planned Unit Development request.

STAFF COMMENTS

The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case no. CZ 24-05, PUD-R 24-01 (3-0).

Staff recommends approval of the Planned Unit Development (“PUD”) PUD-R 24-01 “Savanna Landing”.

ATTACHMENTS

1. Planned Unit Development (“PUD”) PUD-R 24-01 “Savanna Landing”.
2. Location Map
3. Zoning Map
4. Ordinance No. 886



“Savannah Landing”

South 305th East Ave and East 156th Street South

A Planned Community of Residential Single-Family Homes

Coweta, OK
Wagoner County

Planned Unit Development No. _____

A written request for the following modifications of the Subdivision Regulations was approved by the City of Coweta City Council on _____:

1. 13-6-4 “Curb and Gutter Streets”
2. 13-6-5 “Sidewalks”
3. 13-6-11 “Sewage Disposal and Water Supply”

Prepared For:

Hearth Custom Homes, LLC
Jake Salyer

Prepared By:

Olsson, Inc.
1717 S. Boulder Ave Tulsa, OK
Austin Mayes, PE

June 23, 2024

Table of Contents

Development Concept

Development Standards

Access and Circulation

Drainage and Utilities

Existing Zoning and Land Use

Schedule of Development

Exhibits

“A” – Existing Conditions

“B” – PUD Concept Plan & Existing and Proposed Zoning

“C” – Preliminary Plat (Included here for exhibit purposes only)

“D” – Conceptual Utility Plan (Included here for exhibit purposes only)

“E” – Conceptual Grading Plan (Included here for exhibit purposes only)

General Information

The proposed Savannah Landing Subdivision is located on the west side of 305th East Avenue, just north of the intersection with 156th Street South. This property is located within the City limits of Coweta, OK. The overall site is approximately 867, 477 square feet (19.91 acres) and will be developed in one phase.

The purpose of this Planned Unit Development (PUD) document is to provide appropriate Development Standards for the overall mix of uses to ensure compatibility within the PUD and with surrounding uses.

There are two land use categories within this PUD. Residential Single-Family and Open Space areas reserved for Stormwater, Utilities, and Private Streets.

Please reference Exhibit B – PUD Concept Plan for Land Use designations.

Physical Characteristics

The entire site is undeveloped with an existing cellular tower in the northeast area of the property. The property sits between an existing railroad right-of-way (to the west) and 305th East Avenue (to the east). The property to the north is undeveloped and the property to the south is unplatted with a single-family home on agricultural zoned property. The site slopes from east to west with a high elevation of 693 and a low elevation of 647.

Development Concept

The overall design concept for the development is to create a gated rural community on the edge of city limits. The development will conform to the design standards of RS-2 while having a minimum lot size of 0.50 acres. This will be a private, gated subdivision of approximately 25 half-acre lots.

The development contains a total of 19.91 acres of undeveloped land and is located at the northwest corner of South 156th Street and South 305th East Avenue. We are proposing 25 half-acre lots in one phase. This site will be served by Wagoner County Rural Water District #5 for water and will use individual aerobic or septic systems for sewage. The private street will incorporate a bar ditch system for stormwater drainage. We are proposing a 26' wide pavement width with 2' shoulders. The right of way width will be 60'. A Homeowners Association will be established to provide for the maintenance of common open spaces.

Development Standards

Land Area:

Gross: 19.91 acres

Reserve Areas: 1.92 acres (approximate)

Bulk and Area Requirements:

Minimum Yard Requirements:

Front Yard Setback: 35 feet from Arterial, 25 feet from Nonarterial.

Side Yard Setback: 5 feet.

Corner Lots: 20 feet setback from Arterial, 15 feet setback from Nonarterial.

Rear Yard Setback: 20 feet.

Minimum Lot Area: 21,780 square feet.

Maximum Building Height: 35 feet.

Minimum Lot Width and Frontage: 100 feet.

Permitted Uses:

Uses permitted as a matter of right in an RS-2 Single Family Residential District.

Maximum Number of Dwelling Units: 26

Off-street Parking:

Within each lot, a minimum of two garage spaces shall be provided.
Additional parking must consist of an all-weather hard parking surface.

Landscape Requirements:

Landscape shall be provided in accordance with the City of Coweta Zoning Code.
Landscape plans shall be submitted to the City for review prior to installation.

Fencing and Gate Requirements:

Perimeter Fencing shall be split rail style or opaque privacy fence.

Lot Fencing shall be black chain link or opaque privacy fence.

Gates will be constructed according to the requirements of the fire marshal.

Accessory Buildings:

Each lot can have one storage building having a maximum area of 4,800 square feet.

Lighting:

The site lighting in this PUD shall be shielded and directed away from any adjacent properties. Lights shall be shielded and be in accordance with the City of Coweta Zoning Code.

Land Use "A": Tracts designated as Land Use "A" on PUD Concept Plan shall be developed in accordance with use and development regulations of RS-2, Single Family Residential District.

Land Use "B": Tracts designated as Land Use "B" on PUD Concept Plan shall be utilized as common areas for open space, stormwater management, and private streets.

Sidewalks: Sidewalks are not proposed for this development. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-5 "Sidewalks".

Streets: All streets within PUD Land Use "B" will be privately maintained by the Homeowner's Association which will be built to City of Coweta standards. The streets will utilize open section roads with drainage ditches. Streets will be a minimum of 26' in width. Both entrances to the subdivision will be gated and shall meet the access requirements of the City of Coweta's Fire Marshal.

Reserve Areas: Reserve Areas A and B will be utilized for storm water management. Reserve Area C will be provided for private streets. All reserve areas shall be conveyed to the Homeowner's Association which shall be responsible for the maintenance of all improvements contained within those reserve areas.

Access and Circulation

The project site has two proposed access points to South 305th East Avenue. The northern access point abuts the north property line of the proposed development and the southern access point is approximately 590' south of the northern access point.

A minimum number of intersections with existing City Streets are proposed. This will help reduce traffic conflicts and enhance the concept of neighborhood. No residential unit shall have direct access onto any arterial or collector street.

Drainage and Utilities

The project will utilize the existing contours of the site for placement of stormwater management facilities including detention ponds and storm sewer culverts. Water will be provided by Wagoner County RWD 5 which has an existing water main along 305th E. Ave. The lots will have individual on-site sewage systems. Electric, gas, telephone and cable television services are available to the site via typical extensions. All proposed utilities will be placed underground.

Existing Zoning and Land Use

The subject tract is currently zoned RS-2 Single Family Residential under the Coweta Zoning Code. The tract is currently undeveloped.

Schedule of Development

Initial construction is anticipated to commence in 2024, once the PUD, subdivision plat and engineering plans have been completed and approved.

Variance Requests

1. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-4 "Curb and Gutter Streets". We are proposing a bar ditch drainage system with no curb and gutter. The pavement will be 26' wide with 2' shoulders.
2. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-5 "Sidewalks". This will be a small, rural 25 lot subdivision with half-acre lots. Due to the bar ditch construction, we are not proposing sidewalks to go along the street. There will be a 2' shoulder along the edge of pavement that can be utilized as a walking path.

3. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-11 "Sewage Disposal and Water Supply". This development will not be served by the City of Coweta sanitary sewer. Each lot will have an individual aerobic or septic system.

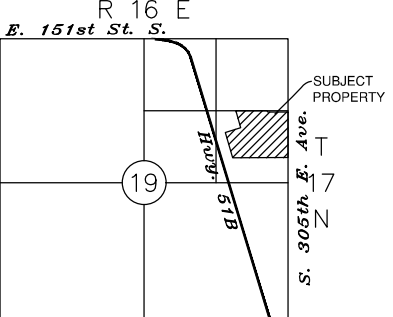
Exhibit "A"

UNPLATTED
IP PROPERTIES, LLC
ZONE: AG

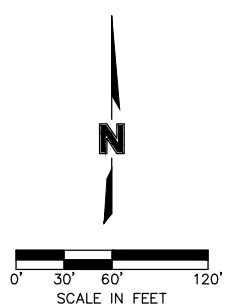
UNPLATTED
COOLING PRODUCTS, INC
ZONE: IL

SAVANNAH LANDING
HEARTH CUSTOM HOMES, LLC
ZONE: PUD (RS-2)

UNPLATT
STEPHEN & SAMANTHA STOKES
ZONE: AG



LOCATION MAP
NOT TO SCALE



olsoni

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119

olsson.com
TEL 918.376.4294
FAX 918.574.2148

Olsson - Engineering
Oklahoma COA #2483

[illegible]

EXISTING CONDITIONS	SAVANNAH LANDING PHASE I	COWETA, OK	2024
drawn by: _____ MY designed by: _____ AM project no.: _____ 024-03485 date: _____ 06.03.2024			
SHEET EXHIBIT 'A'			

F:\2024\03001-03500\024-03485\40-Design\Exhibits\PUD Exhibits.dwg
DATE: Jun 03, 2024 12:51pm USER: mvanover



Know what's below.
Call before you dig.
1-800-522-6543

SHEET
EXHIBIT 'A'

Exhibit "B"

UNPLATT
TIP PROPERTIES, LLC
ZONE: AG

UNPLATT
COOLING PRODUCTS, INC
ZONE: IL

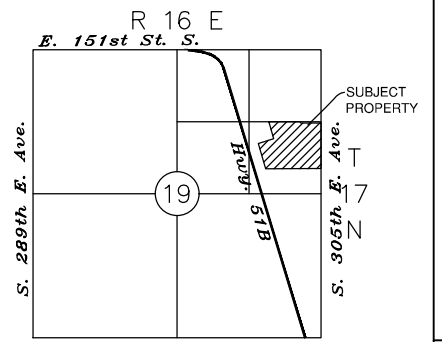
RESERVE AREA 'A'
STORMWATER
MANAGEMENT
FACILITY

SAVANNAH LANDING
HEARTH CUSTOM HOMES, LLC
ZONE: PUD (RS-2)

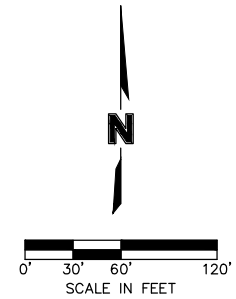
RESERVE AREA 'B'
STORMWATER
MANAGEMENT
FACILITY

RESERVE AREA 'D'

← 24.75' STATUTORY ROW



LOCATION MAP
NOT TO SCALE



LEGEND	
	LAND USE 'A'
	LAND USE 'B'

UNPLATTED
STEPHEN & SAMANTHA STOKES
ZONE: AG



Know what's below.
Call before you dig.
1-800-522-6543

olson.

717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

[illegible]

PUD CONCEPT PLAN
EXISTING AND PROPOSED ZONING

SAVANNAH LANDING PHASE I

COWETA, OK

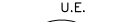
drawn by: MV
designed by: AM
project no.: 024-03485
date: 06.03.2024

SHEET
XHIBIT 'B'

A SUBDIVISION IN THE CITY OF COWETA, BEING A PART OF
THE SE/4 OF THE NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST
OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

A SUBDIVISION IN THE CITY OF COWETA, BEING A PART OF
THE SE/4 OF THE NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST
OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

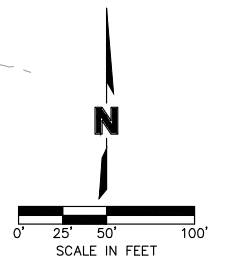
LEGEND AND ABBREVIATIONS

	PROPOSED STREET CENTERLINE
	SECTION LINE / 1/4 SECTION LINE
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED EASEMENT LINE
	PROPOSED BUILDING SETBACK
	EXISTING LOT LINES
	EXISTING EASEMENT LINE
	LOT NUMBER
EX.	EXISTING
L.N.A.	LIMITS NO ACCESS
S.B.	SET BACK
U.E.	UTILITY EASEMENT
	LIMITS OF FLOODWAY
	LIMITS OF 100-YEAR FLOOD PLAIN

SUBDIVISION
FIRM PANEL NO. 40145C0260H
EFF. 04/17/2012
ZONE X

HORIZONTAL DATUM IS BASED ON NAD 83(93) OKLAHOMA STATE PLANE COORDINATE SYSTEM,
OKLAHOMA NORTH ZONE.

ADDRESSES SHOWN ON THIS PLAT ARE
ACCURATE AT THE TIME THE PLAT WAS
FILED. ADDRESSES ARE SUBJECT TO
CHANGE AND SHOULD NEVER BE RELIED
ON IN PLACE OF THE LEGAL DESCRIPTION.



ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

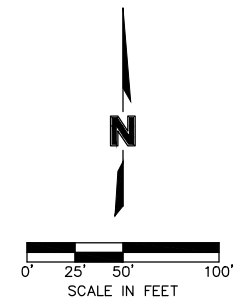
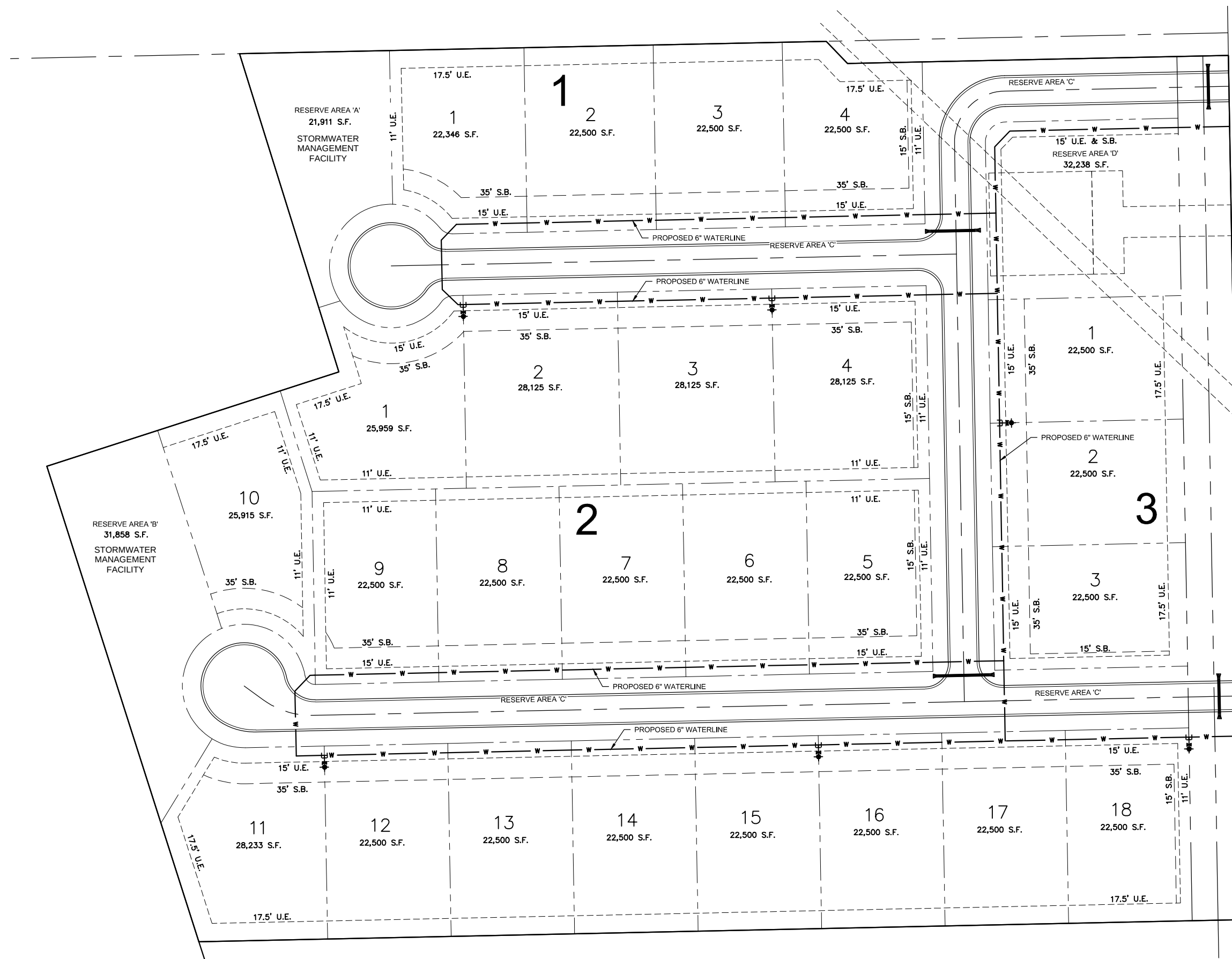
UTILITY PROVIDERS

WATER
WAGONER COUNTY RWD #5
15078 S. 305th E. Ave.
Coweta, OK 74429
918-486-5458
Sean Garrison

NATURAL GAS
OKLAHOMA NATURAL GAS
5848 E. 15th St.
Tulsa, OK 74112
918-831-8345

ELECTRIC
LAKE REGION ELECTRIC
516 S. Lake Region Rd.
Hubert, OK 74441
918-772-2526

Exhibit "D"



olson.

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

[illegible]

CONCEPTUAL UTILITY PLAN

SAVANNAH LANDING
PHASE I

COWETA, OK

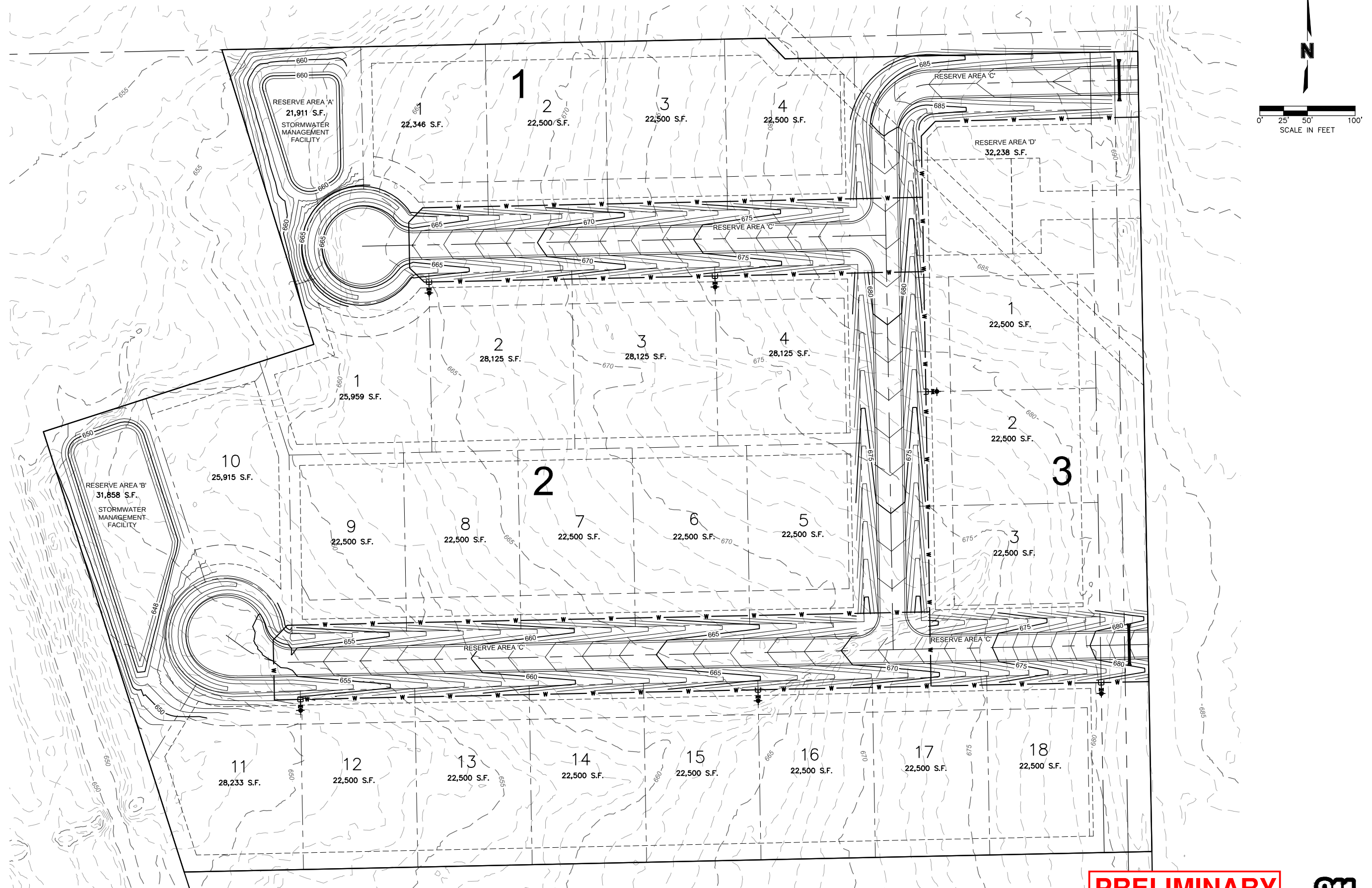
drawn by: _____ MV
designed by: _____ AM
project no.: 024-03485
date: 06.03.2024

SHEET
EXHIBIT 'D'



Know what's below.
Call before you dig.
1-800-522-6543

Exhibit "E"



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
06/03/2024 12:36:30 PM
olsson



Know what's **below**.
Call before you dig.
1-800-522-6543

CONCEPTUAL GRADING PLAN		REV. NO.	DATE	DESCRIPTION
SAVANNAH LANDING PHASE I				
COWETA, OK		2024		REVISIONS

drawn by: _____	MY
designed by: _____	AM
project no.: _____	024-03455
date: _____	06.03.2024

SHEET EXHIBIT 'E'

olson.

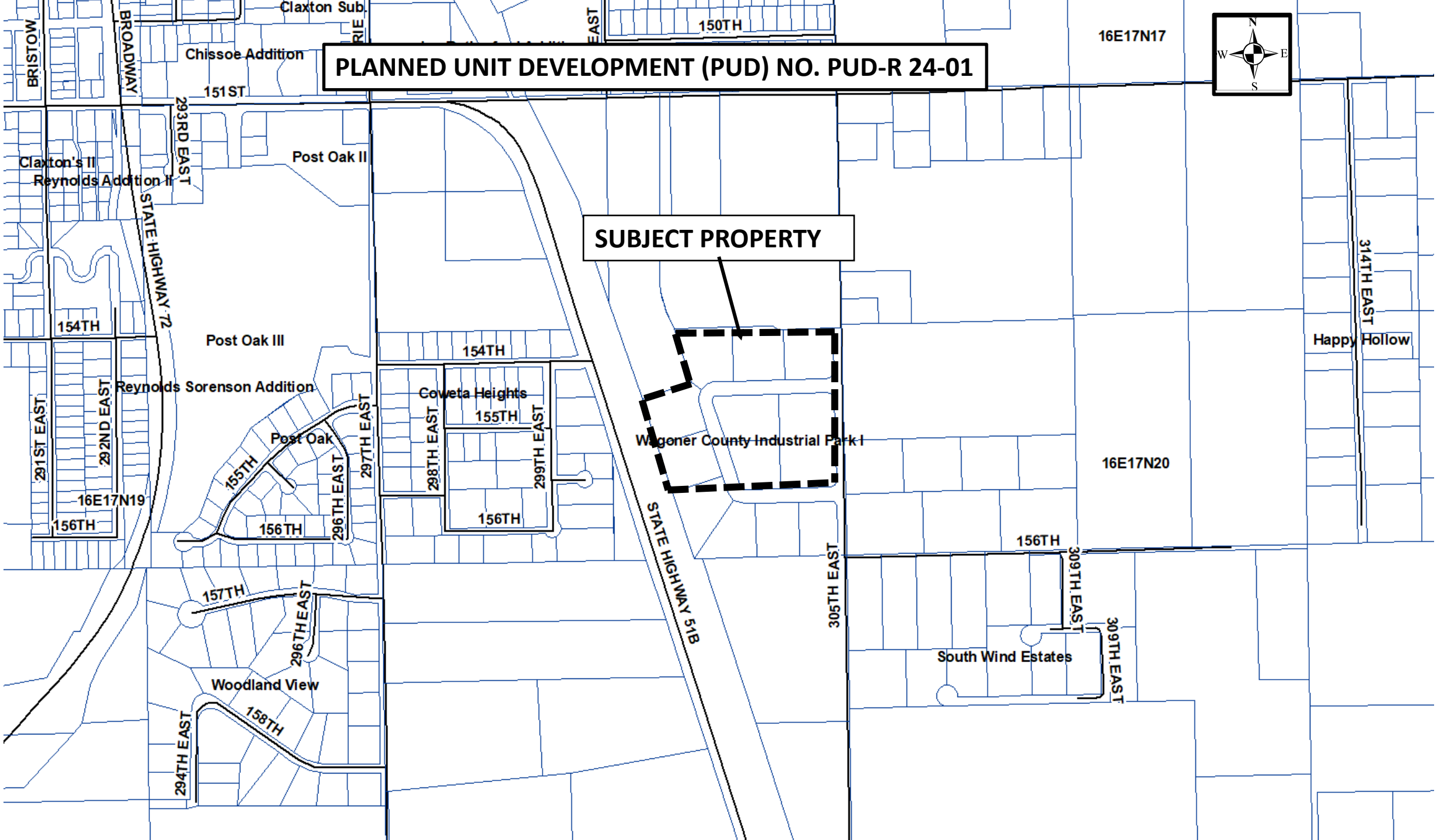
1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

DATE: Jun 03, 2024 12:35pm USER: mvnover
F:\2024\103001-03500\024-03485\40-Design\AutoCAD\Final Plans\Sheets\SD\NIC_GRD01_02403485.dwg

PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 24-01



SUBJECT PROPERTY



PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 24-01

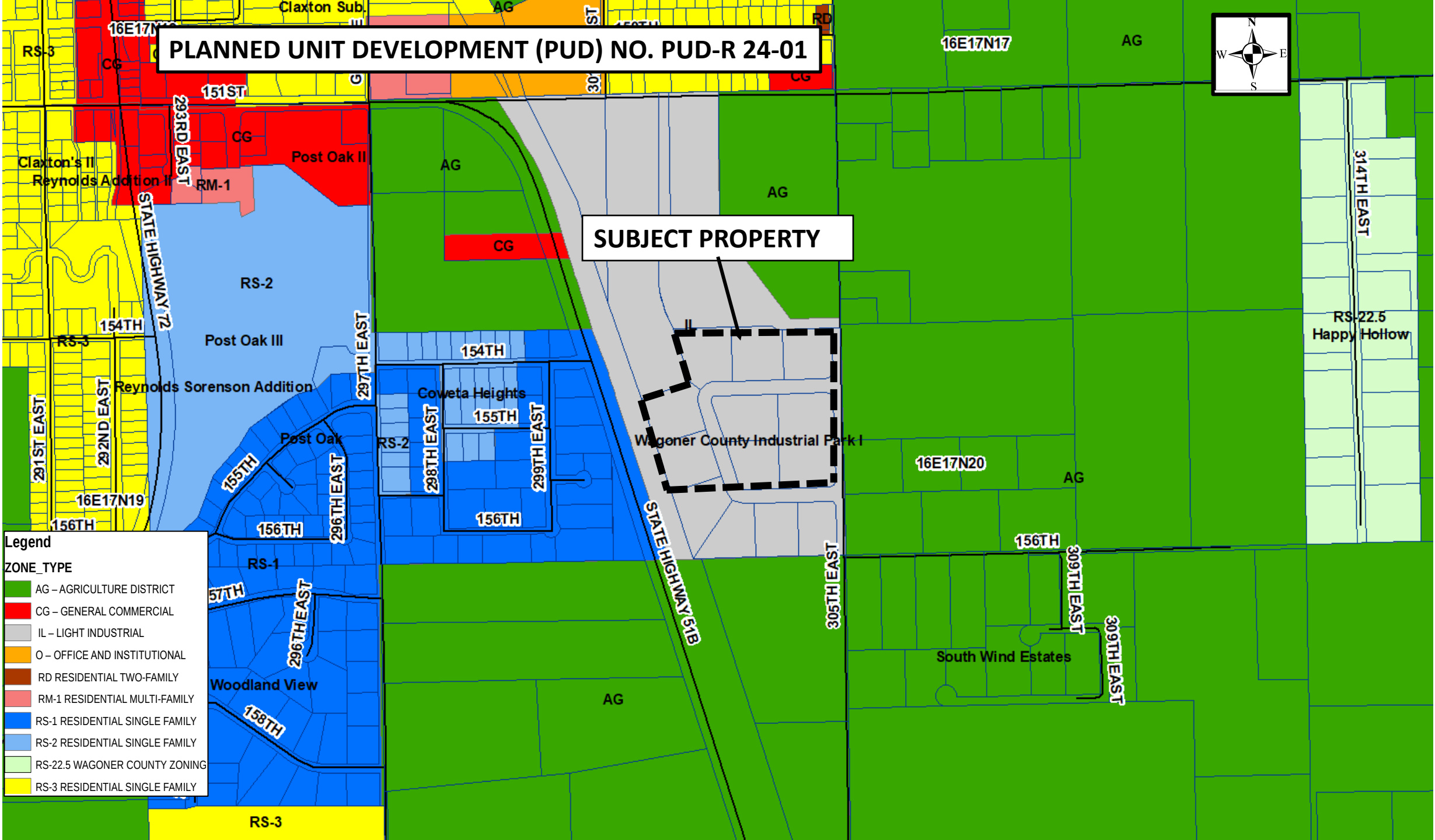


SUBJECT PROPERTY

Legend

ZONE_TYPE

- AG – AGRICULTURE DISTRICT
- CG – GENERAL COMMERCIAL
- IL – LIGHT INDUSTRIAL
- O – OFFICE AND INSTITUTIONAL
- RD – RESIDENTIAL TWO-FAMILY
- RM-1 – RESIDENTIAL MULTI-FAMILY
- RS-1 – RESIDENTIAL SINGLE FAMILY
- RS-2 – RESIDENTIAL SINGLE FAMILY
- RS-22.5 – WAGONER COUNTY ZONING
- RS-3 – RESIDENTIAL SINGLE FAMILY



CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 886

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; CREATING A PLANNED UNIT DEVELOPMENT OVERLAY, DESIGNATED AS PUD-R 24-01 ON A TRACT OF LAND LOCATED IN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. The following described property is now rezoned from Residential Single Family (RS-2) to a Planned Unit Development designation, subject to the development standards and conditions recommended by the City of Coweta Planning Commission in Case No. PUD-R 24-01, as set forth within the record and minutes of the Commission meeting of July 15, 2024:

Legal Description

COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 1344.71 FEET TO THE POINT OF BEGINNING; THENCE S01°00'40"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 839.94 FEET; THENCE S88°47'32"W A DISTANCE OF 1015.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE N17°43'54"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 485.09 FEET; THENCE N72°05'44"E A DISTANCE OF 298.11 FEET; THENCE N17°19'58"W A DISTANCE OF 323.77 FEET; THENCE N88°46'50"E A DISTANCE OF 570.06 FEET; THENCE S43°41'42"E A DISTANCE OF 29.90 FEET; THENCE N88°46'24"E A DISTANCE OF 370.04 FEET; TO THE POINT OF BEGINNING. CONTAINING 19.91 ACRES, MORE OR LESS,

located on the west side of 305th East Avenue, between East 151st Street and East 161st Street South, Coweta, Oklahoma.

Section 2. The Official Zoning Map of the City of Coweta is now amended to reflect this rezoning action.

Section 3. Severability Clause. If any section, sentence, clause or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

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

PASSED AND APPROVED THIS 5th day of August 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-05, PUD-R 24-01
Date: 08-05-2024

BACKGROUND

Applicant

The applicant, Olsson, Inc. for the property owner Hearth Custom Homes, LLC is seeking a Planned Unit Development (“PUD”) PUD-R 24-01 “Savanna Landing”. The property is approximately 19.91 acres +/- in Coweta, Oklahoma. The current zoning for the property is Residential Single-Family (RS-2).

Case Facts

- The property is located on the West side of 305th East Avenue, between East 151st and East 161st Street South, Coweta, OK, in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is zoned Residential Single Family (RS-2).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low intensity Industrial use. A future Comprehensive Plan Amendment should be performed to align the Future Land Use map with the current RS-2 Zoning.
- The development concept was to create twenty-five (25) lots designed for single-family detached dwellings. The street within Savanna Landing will incorporate a bar ditch system for stormwater drainage.
- Variance Four (4) Requests:

The developer is requesting a **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-3 N. ‘Paving Width’ of twenty-six (26) feet, face of curb to face of curb and through their PUD propose utilizing stormwater drainage ditch construction with no curbs and a two-foot gravel shoulder constructed on each side of the street. The overall right-of-way width will be sixty (60) feet.

They are also requesting a **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-4 ‘Curb and Gutter Streets’.

The development does not desire to construct sidewalks, with the bar ditch construction for stormwater runoff. They are requesting an additional **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-5, ‘Sidewalks’.

The development will not be served by City of Coweta sanitary sewer. According to the applicant, each lot will have an individual aerobic or septic system that must be designed, constructed, and approved by ODEQ. An additional **Variance** from the Coweta Subdivision Regulations, Design Standards 13-6-11 is being requested for 'Sewage Disposal and Water Supply'.

This development is not being constructed to the City of Coweta Subdivision Regulation Standards and Staff would like to comment for the record the City has no responsibility to accept streets and utilities in the future nor are they obligated to bring utilities to the site now or in the future.

The development will be served by Wagoner Rural Water District Number 5.

Existing Land Use	Existing Zoning
Vacant	RS-2
Surrounding Land Use	Surrounding Zoning
North: Light Industrial	IL
East: Agricultural	AG
South: Agricultural	AG
West: Residential	RS-1

- Legal Description: COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 1344.71 FEET TO THE POINT OF BEGINNING; THENCE S01°00'40"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 839.94 FEET; THENCE S88°47'32"W A DISTANCE OF 1015.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE N17°43'54"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 485.09 FEET; THENCE N72°05'44"E A DISTANCE OF 298.11 FEET; THENCE N17°19'58"W A DISTANCE OF 323.77 FEET; THENCE N88°46'50"E A DISTANCE OF 570.06 FEET; THENCE S43°41'42"E A DISTANCE OF 29.90 FEET; THENCE N88°46'24"E A DISTANCE OF 370.04 FEET; TO THE POINT OF BEGINNING. CONTAINING 19.91 ACRES, MORE OR LESS.

The application went through the following processes before the Planning Commission and is now before the City Council for Final Approval.

12-11-2 Types of Planned Unit Developments

12-11-10 Administrative Application and Review Procedures

- *Design Process*
- *Pre-application conference.*
- *Site Development Plan review*

DISCUSSION

The Comprehensive Plan and Proposed Land Use 2020-2030 Map reflect the above-mentioned property as having a future proposed land use of low intensity Industrial. Due to the previous owner's desired use of the property, it was zoned and projected to be a light industrial site. However, due to the parcel's location, it has since been determined that access for industrial traffic is extremely limited for this site, inhibiting the development of the property for industrial uses. The recent amendment to the zoning map

was not consistent with the Comprehensive Plan and Proposed Land Use Map; however, it is a lower land use intensity than originally proposed by the previous owner and Staff believes it is a better fit for the overall area. The map will be amended in a group amendment to align the use with the proposed current plan.

A public hearing was held on July 15, 2024, by the Coweta Planning Commission. At the Planning Commission meeting no residents were present to make any comments concerning the Planned Unit Development request.

STAFF COMMENTS

The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case no. CZ 24-05, PUD-R 24-01 (3-0).

Staff recommends approval of the Planned Unit Development (“PUD”) PUD-R 24-01 “Savanna Landing”.

ATTACHMENTS

1. Planned Unit Development (“PUD”) PUD-R 24-01 “Savanna Landing”.
2. Location Map
3. Zoning Map
4. Ordinance No. 886



“Savannah Landing”

South 305th East Ave and East 156th Street South

A Planned Community of Residential Single-Family Homes

Coweta, OK
Wagoner County

Planned Unit Development No. _____

A written request for the following modifications of the Subdivision Regulations was approved by the City of Coweta City Council on _____:

1. 13-6-4 “Curb and Gutter Streets”
2. 13-6-5 “Sidewalks”
3. 13-6-11 “Sewage Disposal and Water Supply”

Prepared For:

Hearth Custom Homes, LLC
Jake Salyer

Prepared By:

Olsson, Inc.
1717 S. Boulder Ave Tulsa, OK
Austin Mayes, PE

June 23, 2024

Table of Contents

Development Concept

Development Standards

Access and Circulation

Drainage and Utilities

Existing Zoning and Land Use

Schedule of Development

Exhibits

“A” – Existing Conditions

“B” – PUD Concept Plan & Existing and Proposed Zoning

“C” – Preliminary Plat (Included here for exhibit purposes only)

“D” – Conceptual Utility Plan (Included here for exhibit purposes only)

“E” – Conceptual Grading Plan (Included here for exhibit purposes only)

General Information

The proposed Savannah Landing Subdivision is located on the west side of 305th East Avenue, just north of the intersection with 156th Street South. This property is located within the City limits of Coweta, OK. The overall site is approximately 867, 477 square feet (19.91 acres) and will be developed in one phase.

The purpose of this Planned Unit Development (PUD) document is to provide appropriate Development Standards for the overall mix of uses to ensure compatibility within the PUD and with surrounding uses.

There are two land use categories within this PUD. Residential Single-Family and Open Space areas reserved for Stormwater, Utilities, and Private Streets.

Please reference Exhibit B – PUD Concept Plan for Land Use designations.

Physical Characteristics

The entire site is undeveloped with an existing cellular tower in the northeast area of the property. The property sits between an existing railroad right-of-way (to the west) and 305th East Avenue (to the east). The property to the north is undeveloped and the property to the south is unplatted with a single-family home on agricultural zoned property. The site slopes from east to west with a high elevation of 693 and a low elevation of 647.

Development Concept

The overall design concept for the development is to create a gated rural community on the edge of city limits. The development will conform to the design standards of RS-2 while having a minimum lot size of 0.50 acres. This will be a private, gated subdivision of approximately 25 half-acre lots.

The development contains a total of 19.91 acres of undeveloped land and is located at the northwest corner of South 156th Street and South 305th East Avenue. We are proposing 25 half-acre lots in one phase. This site will be served by Wagoner County Rural Water District #5 for water and will use individual aerobic or septic systems for sewage. The private street will incorporate a bar ditch system for stormwater drainage. We are proposing a 26' wide pavement width with 2' shoulders. The right of way width will be 60'. A Homeowners Association will be established to provide for the maintenance of common open spaces.

Development Standards

Land Area:

Gross: 19.91 acres

Reserve Areas: 1.92 acres (approximate)

Bulk and Area Requirements:

Minimum Yard Requirements:

Front Yard Setback: 35 feet from Arterial, 25 feet from Nonarterial.

Side Yard Setback: 5 feet.

Corner Lots: 20 feet setback from Arterial, 15 feet setback from Nonarterial.

Rear Yard Setback: 20 feet.

Minimum Lot Area: 21,780 square feet.

Maximum Building Height: 35 feet.

Minimum Lot Width and Frontage: 100 feet.

Permitted Uses:

Uses permitted as a matter of right in an RS-2 Single Family Residential District.

Maximum Number of Dwelling Units: 26

Off-street Parking:

Within each lot, a minimum of two garage spaces shall be provided.
Additional parking must consist of an all-weather hard parking surface.

Landscape Requirements:

Landscape shall be provided in accordance with the City of Coweta Zoning Code.
Landscape plans shall be submitted to the City for review prior to installation.

Fencing and Gate Requirements:

Perimeter Fencing shall be split rail style or opaque privacy fence.

Lot Fencing shall be black chain link or opaque privacy fence.

Gates will be constructed according to the requirements of the fire marshal.

Accessory Buildings:

Each lot can have one storage building having a maximum area of 4,800 square feet.

Lighting:

The site lighting in this PUD shall be shielded and directed away from any adjacent properties. Lights shall be shielded and be in accordance with the City of Coweta Zoning Code.

Land Use "A": Tracts designated as Land Use "A" on PUD Concept Plan shall be developed in accordance with use and development regulations of RS-2, Single Family Residential District.

Land Use "B": Tracts designated as Land Use "B" on PUD Concept Plan shall be utilized as common areas for open space, stormwater management, and private streets.

Sidewalks: Sidewalks are not proposed for this development. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-5 "Sidewalks".

Streets: All streets within PUD Land Use "B" will be privately maintained by the Homeowner's Association which will be built to City of Coweta standards. The streets will utilize open section roads with drainage ditches. Streets will be a minimum of 26' in width. Both entrances to the subdivision will be gated and shall meet the access requirements of the City of Coweta's Fire Marshal.

Reserve Areas: Reserve Areas A and B will be utilized for storm water management. Reserve Area C will be provided for private streets. All reserve areas shall be conveyed to the Homeowner's Association which shall be responsible for the maintenance of all improvements contained within those reserve areas.

Access and Circulation

The project site has two proposed access points to South 305th East Avenue. The northern access point abuts the north property line of the proposed development and the southern access point is approximately 590' south of the northern access point.

A minimum number of intersections with existing City Streets are proposed. This will help reduce traffic conflicts and enhance the concept of neighborhood. No residential unit shall have direct access onto any arterial or collector street.

Drainage and Utilities

The project will utilize the existing contours of the site for placement of stormwater management facilities including detention ponds and storm sewer culverts. Water will be provided by Wagoner County RWD 5 which has an existing water main along 305th E. Ave. The lots will have individual on-site sewage systems. Electric, gas, telephone and cable television services are available to the site via typical extensions. All proposed utilities will be placed underground.

Existing Zoning and Land Use

The subject tract is currently zoned RS-2 Single Family Residential under the Coweta Zoning Code. The tract is currently undeveloped.

Schedule of Development

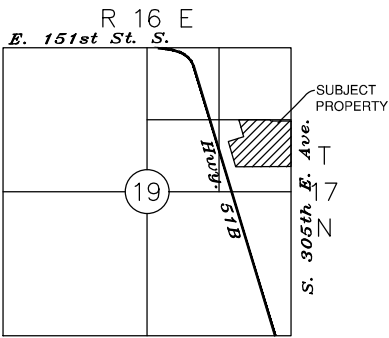
Initial construction is anticipated to commence in 2024, once the PUD, subdivision plat and engineering plans have been completed and approved.

Variance Requests

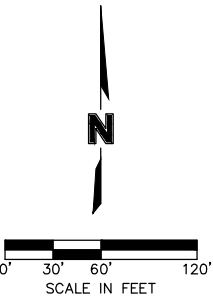
1. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-4 "Curb and Gutter Streets". We are proposing a bar ditch drainage system with no curb and gutter. The pavement will be 26' wide with 2' shoulders.
2. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-5 "Sidewalks". This will be a small, rural 25 lot subdivision with half-acre lots. Due to the bar ditch construction, we are not proposing sidewalks to go along the street. There will be a 2' shoulder along the edge of pavement that can be utilized as a walking path.

3. We are requesting a variance of the Coweta Subdivision Regulations, Design Standards 13-6-11 "Sewage Disposal and Water Supply". This development will not be served by the City of Coweta sanitary sewer. Each lot will have an individual aerobic or septic system.

Exhibit "A"



LOCATION MAP
NOT TO SCALE



olsson

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

REV. NO.	DATE	DESCRIPTION

REVISIONS

EXISTING CONDITIONS

SAVANNAH LANDING
PHASE I

COWETA, OK

2024



Know what's below.
Call before you dig.
1-800-522-6543

drawn by: _____ MN/
designed by: _____ AM
project no.: 024-03485
date: 06.03.2024

SHEET
EXHIBIT 'A'

Exhibit "B"

UNPLATTED
TIP PROPERTIES, LLC
ZONE: AG

UNPLATTED
COOLING PRODUCTS, INC
ZONE: IL

RESERVE AREA 'A'

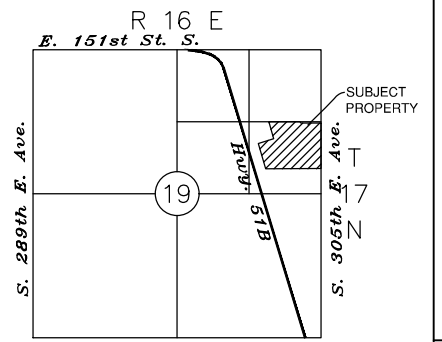
STORMWATER
MANAGEMENT
FACILITY

SAVANNAH LANDING
HEARTH CUSTOM HOMES, LLC
ZONE: PUD (RS-2)

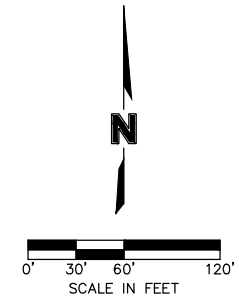
RESERVE AREA 'B'
STORMWATER
MANAGEMENT
FACILITY

RESERVE AREA 'D'

← 24.75' STATUTORY ROW



LOCATION MAP
NOT TO SCALE



LEGEND	
	LAND USE 'A'
	LAND USE 'B'

UNPLATTED
STEPHEN & SAMANTHA STOKES
ZONE: AG



Know what's **below**.
Call before you dig.
1-800-522-6543

olson®

717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

[illegible]

PUD CONCEPT PLAN
EXISTING AND PROPOSED ZONING

SAVANNAH LANDING

PHASE I

COWETA, OK

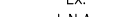
drawn by: MV
designed by: AM
project no.: 024-03485
date: 06.03.2024

SHEET
XHIBIT 'B'

A SUBDIVISION IN THE CITY OF COWETA, BEING A PART OF
THE SE/4 OF THE NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST
OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

A SUBDIVISION IN THE CITY OF COWETA, BEING A PART OF
THE SE/4 OF THE NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST
OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

LEGEND AND ABBREVIATIONS

	PROPOSED STREET CENTERLINE
	SECTION LINE / $\frac{1}{4}$ SECTION LINE
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED EASEMENT LINE
	PROPOSED BUILDING SETBACK
	EXISTING LOT LINES
	EXISTING EASEMENT LINE
	LOT NUMBER
EX.	EXISTING
L.N.A.	LIMITS NO ACCESS
S.B.	SET BACK
U.E.	UTILITY EASEMENT
	LIMITS OF FLOODWAY
	LIMITS OF 100-YEAR FLOOD PLAIN

SUBDIVISION
FIRM PANEL NO. 40145C0260
EFF. 04/17/2012
ZONE X

HORIZONTAL DATUM IS BASED ON NAD 83(93) OKLAHOMA STATE PLANE COORDINATE SYSTEM,
OKLAHOMA NORTH ZONE.

UTILITY PROVIDERS

WATER
WAGONER COUNTY RWD #5
15078 S. 305th E. Ave.
Coweta, OK 74429
918-486-5458
Sean Garrison

NATURAL GAS
OKLAHOMA NATURAL GAS
5848 E. 15th St.
Tulsa, OK 74112
918-831-8345

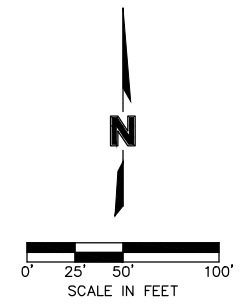
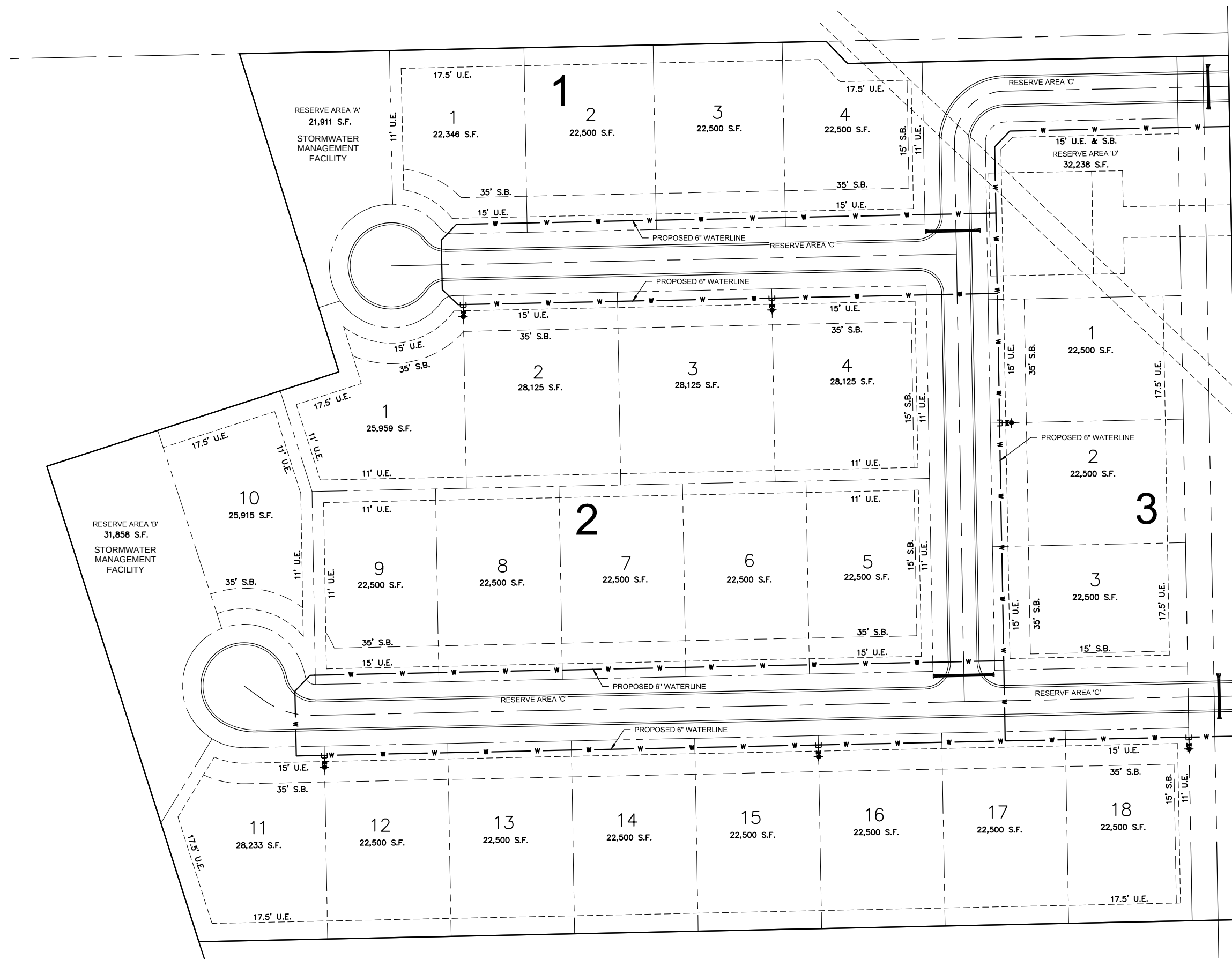
ELECTRIC
LAKE REGION ELECTRIC
516 S. Lake Region Rd.
Hubert, OK 74441
918-772-2526

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
**HEARTLAND SURVEYING &
MAPPING, PLLC**
TONY ROBISON, PLS
OK C.A. No. 4849 (LS)
EXPIRES JUNE 30, 2025
600 EMPORIA STREET, SUITE C
MUSKOGEE, OK 74401
918-682-7796
EMAIL: TROBISON@HEARTLANDSURVEYING.COM

EXHIBIT 'C'

Exhibit "D"



olson.

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

[illegible]

CONCEPTUAL UTILITY PLAN

SAVANNAH LANDING
PHASE I

COWETA, OK

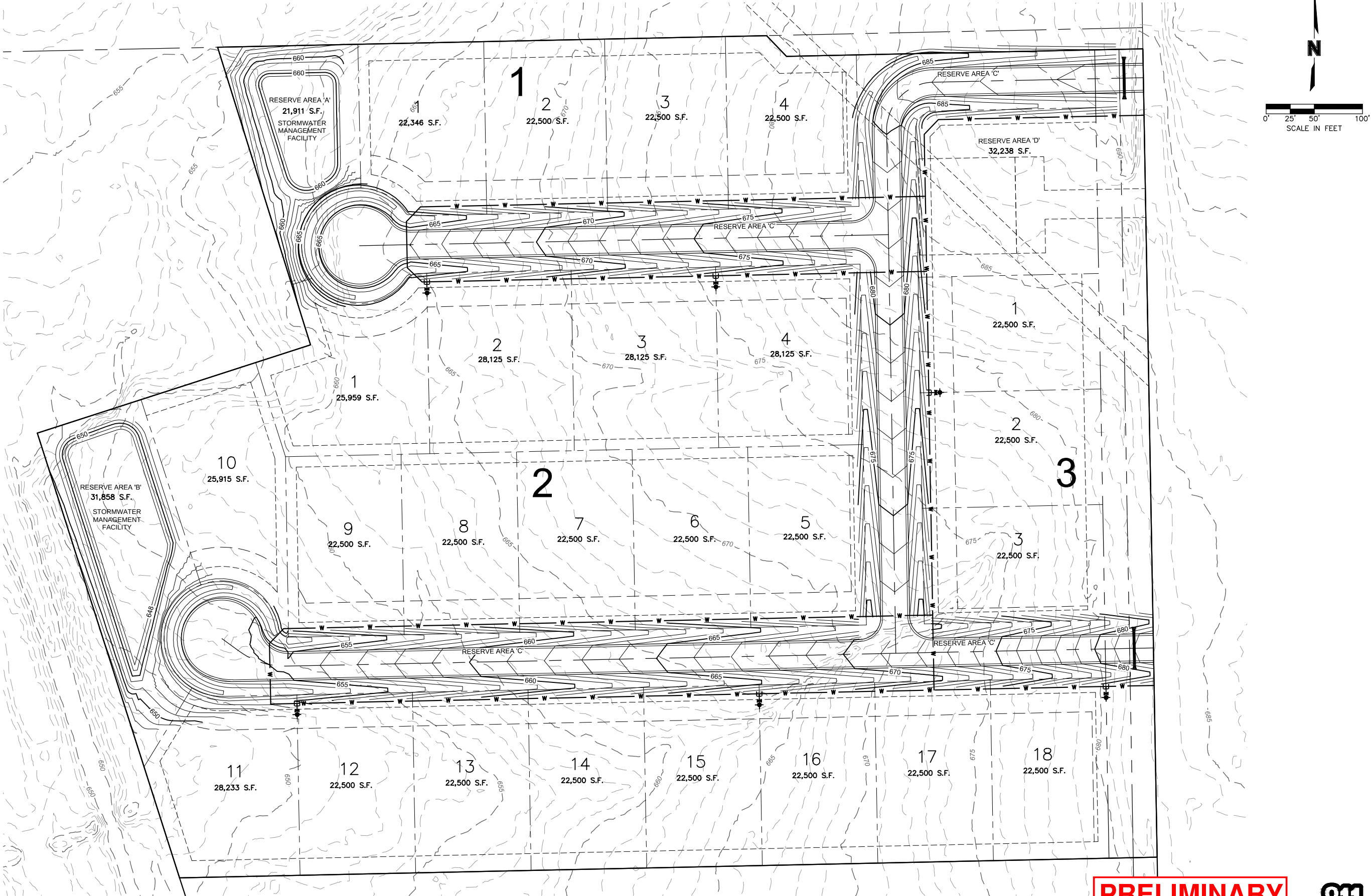
drawn by: _____ MV
designed by: _____ AM
project no.: 024-03485
date: 06.03.2024

SHEET
EXHIBIT 'D'



Know what's **below**.
Call before you dig.
1-800-522-6543

Exhibit "E"



olsson

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
FAX 918.574.2148
Olsson - Engineering
Oklahoma COA #2483

REV. NO.	DATE	DESCRIPTION

CONCEPTUAL GRADING PLAN	2024
SAVANNAH LANDING PHASE I	
COWETA, OK	
drawn by: _____ MV	
designed by: _____ AM	
project no.: 024-03485	
date: 06.03.2024	
SHEET EXHIBIT 'E'	

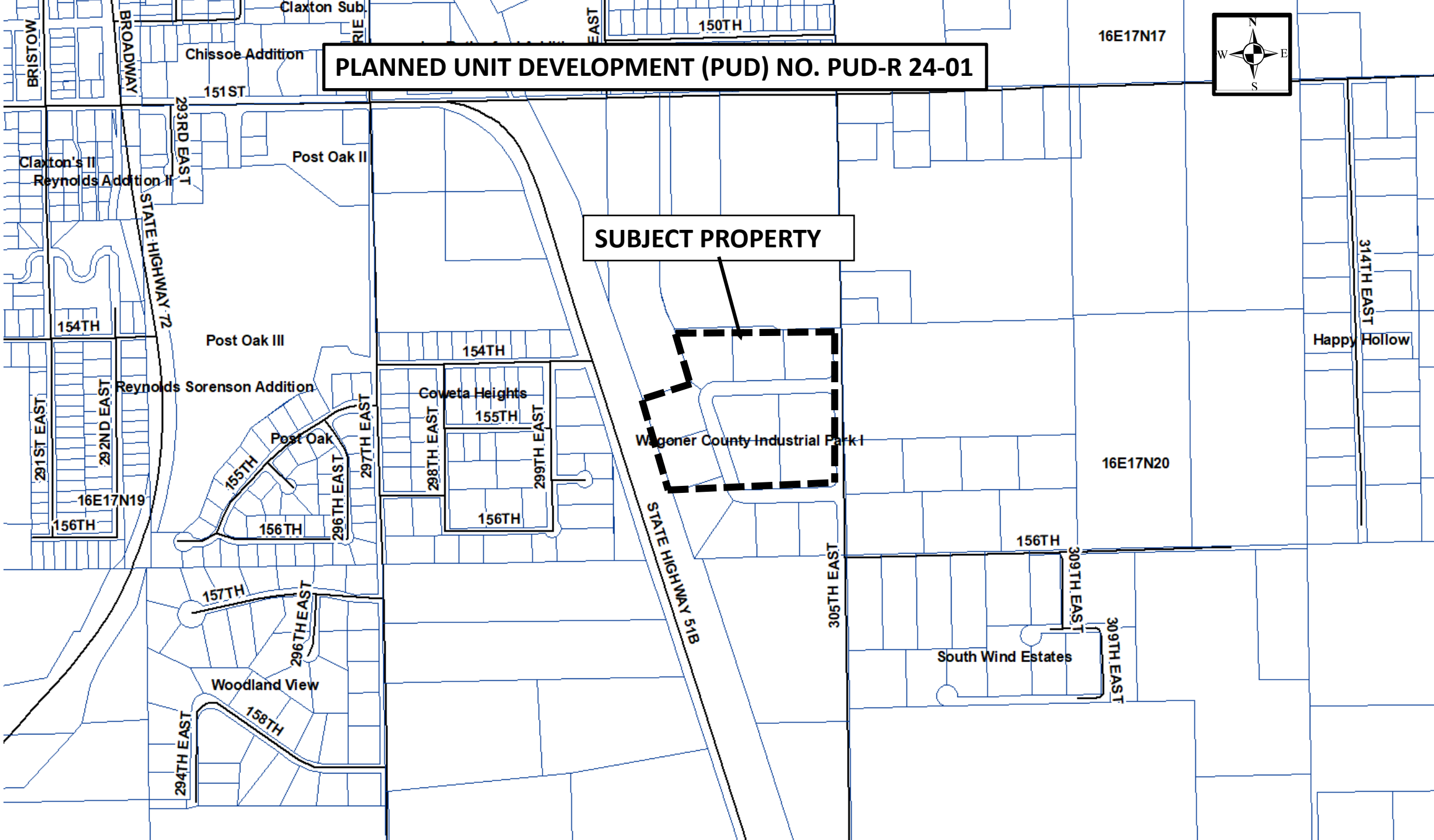
PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
06/03/2024 12:36:30 PM
olsson

811
Know what's below.
Call before you dig.
1-800-522-6543

PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 24-01



SUBJECT PROPERTY



PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 24-01

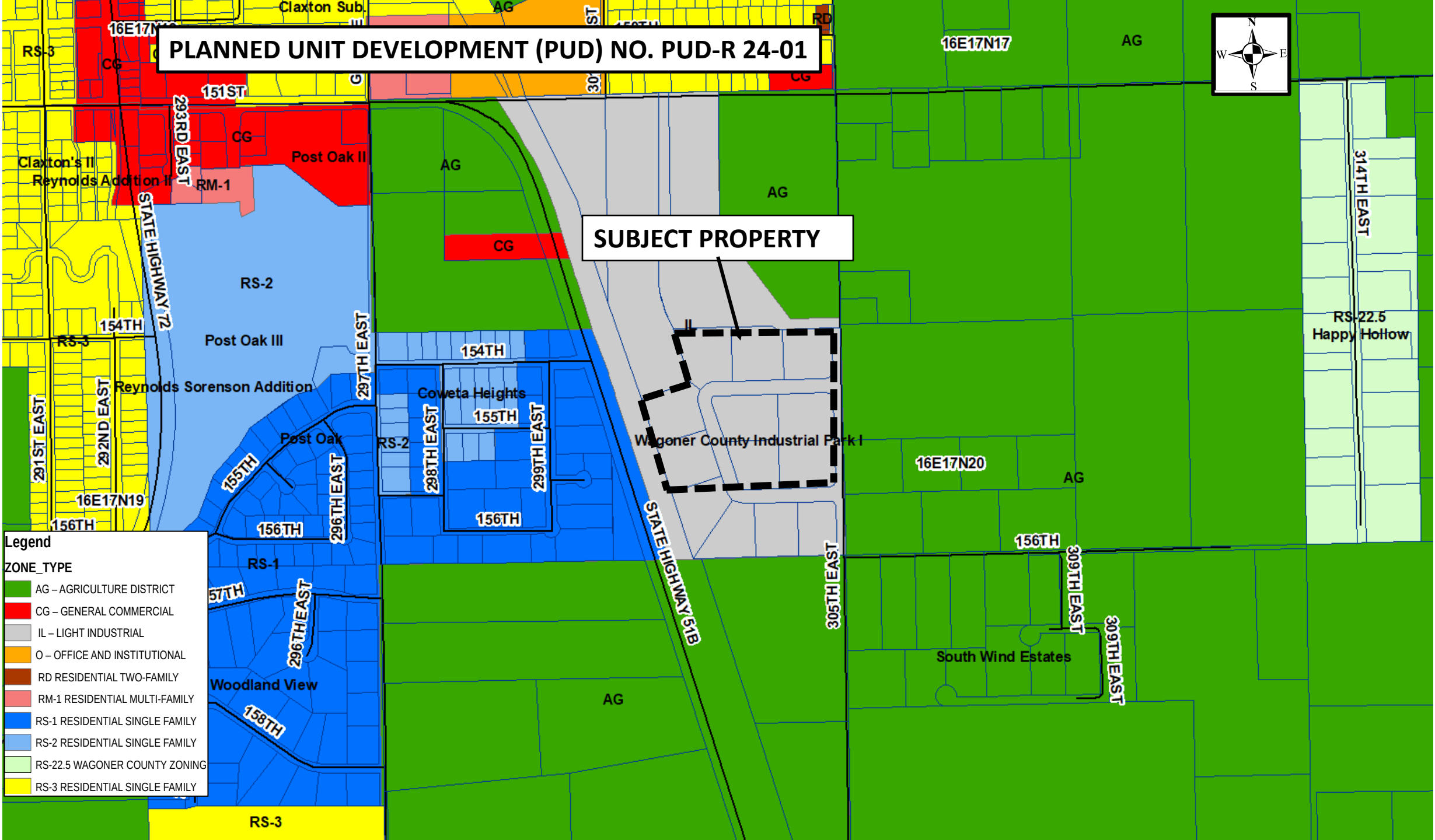


SUBJECT PROPERTY

Legend

ZONE_TYPE

- AG – AGRICULTURE DISTRICT
- CG – GENERAL COMMERCIAL
- IL – LIGHT INDUSTRIAL
- O – OFFICE AND INSTITUTIONAL
- RD – RESIDENTIAL TWO-FAMILY
- RM-1 – RESIDENTIAL MULTI-FAMILY
- RS-1 – RESIDENTIAL SINGLE FAMILY
- RS-2 – RESIDENTIAL SINGLE FAMILY
- RS-22.5 – WAGONER COUNTY ZONING
- RS-3 – RESIDENTIAL SINGLE FAMILY



CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 886

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; CREATING A PLANNED UNIT DEVELOPMENT OVERLAY, DESIGNATED AS PUD-R 24-01 ON A TRACT OF LAND LOCATED IN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. The following described property is now rezoned from Residential Single Family (RS-2) to a Planned Unit Development designation, subject to the development standards and conditions recommended by the City of Coweta Planning Commission in Case No. PUD-R 24-01, as set forth within the record and minutes of the Commission meeting of July 15, 2024:

Legal Description

COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 1344.71 FEET TO THE POINT OF BEGINNING; THENCE S01°00'40"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 839.94 FEET; THENCE S88°47'32"W A DISTANCE OF 1015.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE N17°43'54"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 485.09 FEET; THENCE N72°05'44"E A DISTANCE OF 298.11 FEET; THENCE N17°19'58"W A DISTANCE OF 323.77 FEET; THENCE N88°46'50"E A DISTANCE OF 570.06 FEET; THENCE S43°41'42"E A DISTANCE OF 29.90 FEET; THENCE N88°46'24"E A DISTANCE OF 370.04 FEET; TO THE POINT OF BEGINNING. CONTAINING 19.91 ACRES, MORE OR LESS,

located on the west side of 305th East Avenue, between East 151st Street and East 161st Street South, Coweta, Oklahoma.

Section 2. The Official Zoning Map of the City of Coweta is now amended to reflect this rezoning action.

Section 3. Severability Clause. If any section, sentence, clause or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

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

PASSED AND APPROVED THIS 5th day of August 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Patrick Boulden City Attorney