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, OCTOBER 7, 2024, 6:00 PM

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. EMPLOYEE INTRODUCTIONS
April Costner – Library Assistant – 09/23/2024

Tanner Wiedel – Volunteer Firefighter – 09/30/2024

Ana Martinez – PWA Admin Assistant – 10/04/2024

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

1. MINUTES OF REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON SEPTEMBER 9, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

240909-COUNCIL MINUTES.PDF

2. 2025 MEETING SCHEDULE
APPROVAL OF THE 2025 REGULAR PUBLIC MEETING DATES SCHEDULE OF THE COWETA CITY COUNCIL, COWETA PLANNING COMMISSION, COWETA BOARD OF ADJUSTMENTS, AND THE COWETA LIBRARY BOARD. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

MEETING SCHEDULE 2025.PDF

3. 2025 HOLIDAY SCHEDULE
APPROVAL OF THE 2025 HOLIDAY SCHEDULE FOR THE CITY OF COWETA. (MARY KILGORE, CITY CLERK/TREASURER)

Documents:

HOLIDAY SCHEDULE 2025.PDF

4. 2025 COWETA MUNICIPAL COURT CALENDAR
APPROVAL OF THE 2025 COWETA MUNICIPAL COURT CALENDAR. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

COURT CALENDAR 2025.PDF

5. APPOINTMENT TO BOARD OF ADJUSTMENT - BRIANA LIBEY
CONFIRMATION OF THE APPOINTMENT OF BRIANA LIBEY TO THE COWETA BOARD OF ADJUSTMENT BY THE MAYOR OF THE CITY OF COWETA, OKLAHOMA FOR AN EXPIRED TERM THAT ENDS JUNE 1, 2025. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

241007 BRIANA LIBEY APPOINTMENT.PDF

6. APPOINTMENT TO PLANNING COMMISSION - KACI BARNETT
CONFIRMATION OF THE APPOINTMENT OF KACI BARNETT TO THE COWETA PLANNING COMMISSION BY THE MAYOR OF THE CITY OF COWETA, OKLAHOMA FOR A PREVIOUSLY EXPIRED TERM. FULL THREE-YEAR TERM SHALL EXPIRE JUNE 1, 2027. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

241007 KACI BARNETT APPOINTMENT.PDF

VIII. CONSIDER ITEMS REMOVED FROM CONSENT

IX. ADMINISTRATION

1. REVIEW AND APPROVE ACCEPTANCE AND SURPLUS OF FORFEITURE PROPERTY
DISCUSS AND CONSIDER ACTION TO ACCEPT FORFEITURE PROPERTY FROM THE STATE OF OKLAHOMA, ONE 2018 DODGE CHARGER, AND THEN SURPLUS THAT PROPERTY TO ALL HEART WRECKER SERVICE. (MIKE BELL, CHIEF OF POLICE)

Documents:

FORFEITURE PAPERWORK ON DODGE CHARGER 2018.PDF

FORFEITURE OF PROPERTY TO THE CITY OF COWETA.DOCX

2. XPRESS BILL PAY GATEWAY ADMINISTRATIVE SERVICE AGREEMENT
DISCUSS AND CONSIDER APPROVAL OF A GATEWAY ADMINISTRATIVE SERVICE AGREEMENT WITH XPRESS SOLUTIONS, INC. AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT. (JULIE CASTEEN, CITY MANAGER)

Documents:

241007-STAFF REPORT - XPRESS BILL PAY.PDF
COWETA XPRESS BILL PAY AGREEMENT.PDF
COWETA OK COST ANALYSIS - JULY 2024.PDF
XPRESS BILL PAY FLYER.PDF

3. CDBG GRANT AWARD
DISCUSS AND CONSIDER ACTION TO ACCEPT A CDBG GRANT IN THE AMOUNT OF $418,000.00 FOR WATER SYSTEM IMPROVEMENTS AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE GRANT (CONTRACT 19508 CDBG 24). (JULIE CASTEEN, CITY MANAGER)

Documents:

241007-STAFF REPORT CDBG GRANT AWARD.PDF
19508 CDBG 24 CONTRACT.PDF

4. CONTRACT FOR CDBG GRANT ADMINISTRATION
DISCUSS AND CONSIDER ACTION TO APPROVE A CONTRACT WITH EASTERN OKLAHOMA DEVELOPMENT DISTRICT (EODD) IN THE AMOUNT OF $33,000 FOR THE ADMINISTRATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT (19508 CDBG 24). (JULIE CASTEEN, CITY MANAGER)

Documents:

241007-STAFF REPORT CDBG GRANT ADMINISTRATION CONTRACT.PDF
EODD CDBG ADMINISTRATION CONTRACT - COWETA-SIGNED 10-2-24.PDF

5. INCOG GO PLAN COMMUNITY BICYCLE AND PEDESTRIAN MASTER PLAN
DISCUSS AND CONSIDER ACTION TO APPROVE AN AGREEMENT WITH INCOG FOR A COMMUNITY BICYCLE AND PEDESTRIAN MASTER PLAN IN THE TOTAL AMOUNT OF $25,000.00, WITH THE COST BEING DIVIDED BETWEEN INCOG PAYING 50%, AND THE CITY OF COWETA PAYING 50% OR APPROXIMATELY $12,500.00. (JULIE CASTEEN, CITY MANAGER)

Documents:

241007-STAFF REPORT - INCOG GO PLAN.PDF
COWETACONTRACT GO PLAN.PDF

6. PUBLIC NUISANCE PROPERTY
DISCUSS AND CONSIDER ACTION TO APPROVE A 7-DAY WAITING PERIOD TO DELAY THE ABATEMENT PROCESS FOR PROPERTY LOCATED AT 15966 S 296TH E AVENUE IN COWETA, OKLAHOMA. (JULIE CASTEEN, CITY MANAGER)

Documents:

241007-STAFF REPORT PUBLIC NUISANCE PROPERTY.PDF

7. DANGEROUS DILAPIDATED AND UNINHABITABLE STRUCTURES
DISCUSS AND REQUEST DIRECTION ON ANTICIPATED ENFORCEMENT ACTIONS OF

DANGEROUS DILAPIDATED AND UNINHABITABLE STRUCTURES. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

241007 DANGEROUS DILAPIDATED STRUCTURES STAFF REPORT.PDF
DILAPIDATED PROPERTY PHOTOS FOR CC OCT 7.PDF
DILAPIDATED STRUCTURES MAP FOR CC OCT 7.PDF
CHAPTER 5-3 NUISANCES.PDF

8. RESOLUTION 2024-41 ACCEPTING COWETA TRAILS II WATER AND SEWER INFRASTRUCTURE
DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2024-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN SANITARY SEWER, AND WATER LINE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE COWETA TRAILS SUBDIVISION, LOCATED IN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

241007 COWETA TRAILS II WATER SEWER ACCEPTANCE SR.PDF
241007 RESOLUTION 2024-41.PDF
COWETA TRAILS.PDF
COWETA TRAILS COV.PDF
LTR-BACK APPROVAL - COWETA TRAILS II (UTILITIES).PDF
HAMILTON BUILDERS MAINTENANCE BOND.PDF

9. RESOLUTION 2024-38 ADOPTING BUDGET AMENDMENTS
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2024-38, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA FOR FISCAL YEAR ENDING JUNE 30, 2025. (MCKAY HALE, ASSISTANT CITY MANAGER)

Documents:

241007-STAFF REPORT - SUPPLEMENTALS GOVERNMENTAL ROLLOVERS.PDF
241007-SUPPLEMENTALS RESO 2024-38-GOVT.PDF

10. RESOLUTION 2024-40 REGARDING BUDGET AMENDMENTS FY25
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2024-40, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA; OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025. (MCKAY HALE, ASSISTANT CITY MANAGER)

Documents:

241007-SUPP STAFF REPORT - SUPPLEMENTAL RESO 2024-40-GOVT AWARDS.PDF
241007-SUPPLEMENTAL RESO 2024-40-GOVT GRANT AWARDS.PDF

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

XI. ADJOURNMENT

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

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
SEPTEMBER 9, 2024, 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, September 9, 2024, at 6:00 p.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

Mayor Hogue reminded everyone that the Annual Fall Festival was this weekend. She also thanked all the City of Coweta staff members for their hard work this week preparing for the event. Mayor Hogue hopes this is the best year yet.

V. CITY MANAGER REPORT

City Manager Julie Casteen updated Council members on current projects and upcoming work taking place throughout the city.

No action taken by Council.

VI. EMPLOYEE INTRODUCTIONS

City Manager Julie Casteen introduced the following new hires and welcomed them to the team: Noah Nipps - Water Maintenance Worker, Sierra Raley - Part-Time Library Clerk, Anita Lee - Community Development Administrative Assistant, and Keaton Donathan - Firefighter

No action taken by Council.

VII. PROCLAMATIONS/PRESENTATIONS

1. DONATION OF PROPERTY

Dan Simon presented an offer to donate real property to the City of Coweta:

1. 63 acres on the Arkansas River
2. Approximately one (1) acre located at State Highway 51 and 111th Street South

2. POLICE STATION SITE

Dan Simon presented information regarding a possible site for the Coweta Police Department.

No action taken by Council.

VIII. CONSENT

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

1. Approval of the minutes of the Coweta City Council Regular meeting held on August 5, 2024.

2. Approval of a declaration of surplus for retired K-9 Rescue dog Preacher and authorization for the City Manager to dispose of accordingly.

3. Approval of a declaration of surplus on three hydraulic T-N-T Rams and authorization for the City Manager to dispose of accordingly.

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

IX. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

X. ADMINISTRATION

1. METROPOLITAN ENVIRONMENTAL TRUST.

Julie Casteen discussed and requested consideration of approval of the continued participation in the Metropolitan Environmental Trust and approval of the payment of the Fiscal Year 2024-2025 Annual Assessment up to an amount of $27,704.00.

Motion by Naomi Hogue, second by Harold Chance to approve the continued participation n the Metropolitan Environmental Trust so long as another location can be found and to approve the payment of the Fiscal Year 2024-2024 Annual Assessment up to an amount of $27,704.00.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin

Randy Woodward

2. METROPOLITAN ENVIRONMENTAL TRUST REPRESENTATION

Julie Casteen led discussion and requested consideration of approval of the appointment of McKay Hale, Assistant City Manager, as the City's Representative to the Metropolitan Environmental Trust Board of Directors.

Motion by Harold Chance, second by Naomi Hogue to approve the appointment of McKay Hale, Assistant City Manager, as the City's Representative to the Metropolitan Environmental Trust Board of Directors.

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

3. NUISANCE ABATEMENT FOR TALL GRASS

Julie Casteen led discussion and requested possible action on a request from Randy Scott to dismiss assessments related to tall grass nuisance abatements on the following seven (7) parcels of land near State Highway 51 and 127th St South: 730026869- $124.20; 730026860- $118.45; 730026868- $118.45; 730026861- $118.45; 730026866- $118.45; 730026863- $118.45; 730026865- $118.45; TOTAL: $834.90.

Motion by Randy Woodward, second by Harold Chance to approve the dismissal of Randy Scott's assessments related to tall grass nuisance abatements on the following seven (7) parcels of land near State Highway 51 and 127th St South: 730026869- $124.20; 730026860- $118.45; 730026868- $118.45; 730026861- $118.45; 730026866- $118.45; 730026863- $118.45; 730026865- $118.45; TOTAL: $834.90.

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

4. PURCHASE OF A 2024 CATERPILLAR ASPHALT ROLLER

Public Works Director Ronny Dooling led discussion and requested possible action related to the purchase of a 2024 Caterpillar Asphalt Roller from Warren Cat for the Streets department at a cost not to exceed $30,965.00, utilizing Warren Cat Sourcewell contract #011723-CAT, funded in account 12-5404.015.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of a 2024 Caterpillar Asphalt Roller from Warren Cat for the Streets department at a cost not to exceed $30,965.00, utilizing Warren Cat Sourcewell contract #011723-CAT, funded in account 12-5404.015.

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

5. PURCHASE OF A 2024 CATERPILLAR MINI EXCAVATOR

Ronny Dooling led discussion and requested possible action related to the purchase of a 2024 Caterpillar Model 305 Hydraulic Mini Excavator and attachments from Warren Cat for the Streets department at a cost not to exceed $98,763.00, utilizing Sourcewell contract #011723-CAT, funded in account 12-5404.015.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of a 2024 Caterpillar Model 305 Hydraulic Mini Excavator and attachments from Warren Cat for the Streets department at a cost not to exceed $98,763.00, utilizing Sourcewell contract #011723-CAT, funded in account 12-5404.015.

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

6. PURCHASE OF POLICE VEHICLES

Deputy Police Chief Ron Peterson discussed and requested possible action related to the purchase of two (2) Dodge Durangos and one (1) Chevrolet Police Tahoe with the estimated cost of $155,038.48 under State of Oklahoma contract #SW035. The purchase will be funded in account 12-5403.007.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of two (2) Dodge Durangos and one (1) Chevrolet Police Tahoe with the estimated cost of $155,038.48 under State of Oklahoma contract #SW035. The purchase will be funded in account 12-5403.007.

Aye: Harold Chance
Naomi Hogue
Joe Cash

Caroline Martin
Randy Woodward

7. PURCHASE OF POLICE VEHICLE EQUIPMENT

Ron Peterson led discussion and requested possible action related to the purchase of emergency equipment outfitting two (2) Dodge Durangos and one (1) Chevrolet Police Tahoe for an estimated amount of $68,030.31. The funds for this purchase will come out of the Capital Improvements budget 12-5404.007.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of emergency equipment outfitting two (2) Dodge Durangos and one (1) Chevrolet Police Tahoe for an estimated amount of $68,030.31. The funds for this purchase will come out of the Capital Improvements budget 12-5404.007.

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

8. REVIEW AND APPROVE WINDSTREAM ADDENDUM AGREEMENT

Julie Casteen led discussion and requested possible action related to the approval of the addendum of agreement with Windstream affecting the E911 System and authorizing the Mayor to accept and sign all documents.

Motion by Harold, second by Naomi Hogue to approve the addendum of agreement with Windstream affecting the E911 System and authorizing the Mayor to accept and sign all documents.

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

9. AWARD OF BID- WIRELESS HEADSET COMMUNICATIONS DEVICES

Fire Chief Brian Woodward led discussion and requested possible action related to the award of bid to Chickasaw Personal Communications, the lowest responsible bidder, in the amount of $40,659.90 for the acquisition and installation of wireless headset communication devices and authorization for the City Manager to execute a contract and any other documents related to the acquisition and services to be provided.

Motion by Harold Chance, second by Naomi Hogue to approve the award of bid to Chickasaw Personal Communications, the lowest responsible bidder, in the amount of $40,659.90 for the acquisition and installation of wireless headset communication devices and authorization for the City Manager to execute a contract and any other documents related to the acquisition and services to be provided.

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

10. RESOLUTION 2024-36 REGARDING BUDGET AMENDMENTS FY25

Assistant City Manager McKay Hale led discussion and requested possible action related to adoption of Resolution 2024-36, 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 Chance, second by Randy Woodward to approve the adoption of Resolution 2024-36, 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
Randy Woodward
Naomi Hogue
Joe Cash
Caroline Martin

11. RESOLUTION 2024-37- ACCEPTING INFRASTRUCTURE THE WOODS III, BLK10-17

Community Development Director Carolyn Back led discussion and requested possible action related to the adoption of Resolution 2024-37, a Resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain paving, grading, sanitary sewer, and drainage improvements as shown on the final plat for the Woods III Blocks 10-17, a subdivision of approximately 37.321 acres more or less with 121 lots. Part of Planned Unit Development PUD No. R 13-02, with RS-2 Residential Single Family and RM-1 Residential Multi-Family zoning. Located in Section 36, Township 18 North, Range 15 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 2024-37, a Resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain paving, grading, sanitary sewer, and drainage improvements as shown on the final plat for the Woods III Blocks 10-17, a subdivision of approximately 37.321 acres more or less with 121 lots. Part of Planned Unit Development PUD No. R 13-02, with RS-2 Residential Single Family and RM-1 Residential Multi-Family zoning. Located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

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

12. ORDINANCE 887- MORATORIUM ON MINI-STORAGE/RV STORAGE USES IN COMMERCIAL DISTRICT

Carolyn Back led discussion and requested possible action related to the adoption of Ordinance 887, an Ordinance of the City of Coweta, Oklahoma declaring a moratorium on permitting of mini-storage and recreational vehicle (RV) storage uses within Neighborhood Commercial (CN), General Commercial (CG), and High Intensity Commercial (CH) zoning districts within the City; providing an immediate effective date for the moratorium and a repeal date of Monday September 8, 2025; providing for severability; and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Ordinance 887, and Ordinance of the City of Coweta, Oklahoma declaring a moratorium on permitting of mini-storage and recreational vehicle (RV) storage uses within Neighborhood Commercial (CN), General Commercial (CG), and High Intensity Commercial (CH) zoning districts within the City; providing an immediate effective date for the moratorium and a repeal date of Monday September 8, 2025; providing for severability; and declaring an emergency.

Aye: Harold Chance
Naomi Hogue
Caroline Martin
Randy Woodward

Nay: Joe Cash

13. DECLARATION OF AN EMERGENCY ORDINANCE 887

Carolyn Back led discussion and requested possible action related to declaring an emergency regarding Ordinance 887, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue declaring an emergency regarding Ordinance 887, making it effective immediately upon passage and approval.

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

XI. NEW BUSINESS

No new business.

XII. ADJOURNMENT

Mayor Hogue adjourned the meeting at 7:09 p.m.

_____ _____

Naomi Hogue, Mayor Marcy Kilgore, City Clerk

COWETA CITY COUNCIL • COWETA PUBLIC WORKS AUTHORITY
COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
COWETA CITY HALL • 310 S BROADWAY, COWETA, OK

1st Monday of Each Month • 6:00 p.m.

January 06, 2025	May 05, 2025	September 08, 2025 (2nd Monday)
February 03, 2025	June 02, 2025	October 06, 2025
March 03, 2025	July 07, 2025	November 03, 2025
April 07, 2025	August 04, 2025	December 01, 2025

COWETA PLANNING COMMISSION
COWETA CITY HALL • 310 S BROADWAY, COWETA, OK
3rd Monday of Each Month • 6:00 p.m.

January 20, 2025	May 19, 2025	September 15, 2025
February 18, 2025 (3rd Tuesday)	June 16, 2025	October 20, 2025
March 17, 2025	July 21, 2025	November 17, 2025
April 21, 2025	August 18, 2025	December 15, 2025

COWETA BOARD OF ADJUSTMENT
COWETA CITY HALL • 310 S BROADWAY COWETA, OK

In accordance with 11 O.S. 44-102 and Chapter 21 Section 2120 of the Coweta Zoning Code, meetings of the Coweta Board of Adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine.

COWETA LIBRARY BOARD
COWETA PUBLIC LIBRARY • 120 E SYCAMORE, COWETA, OK
TUESDAY, 6:00 p.m.

January 28, 2025	September 30, 2025
April 29, 2025	
June 24, 2025	

CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
2025 HOLIDAY SCHEDULE

January 1, 2025 (Wednesday)	New Year's Day
February 17, 2025 (Monday)	President's Day
April 18, 2025 (Friday)	Good Friday
May 26, 2025 (Monday)	Memorial Day
July 4, 2025 (Friday)	Independence Day
September 1, 2025 (Monday)	Labor Day
November 11, 2025 (Tuesday)	Veteran's Day
November 27, 2025 (Thursday)	Thanksgiving Day
November 28, 2025 (Friday)	Day after Thanksgiving
December 24, 2025 (Wednesday)	Christmas Eve
December 25, 2025 (Thursday)	Christmas Day

COWETA MUNICIPAL COURT
2025 CALENDAR
Thursdays
2:30 p.m. Adults
3:30 p.m. Juveniles

January	2, 9, 16, 23
February	6, 13, 20, 27
March	6, 13, 20, 27
April	3, 10, 17, 24
May	1, 8, 15, 22
June	12, 19 26
July	3, 10, 17, 24
August	7, 14, 21, 28
September	4, 11, 18, 25
October	2, 9, 16, 23
November	6, 13, 20
December	4, 11, 18

CITY OF Coweta
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
Re: Appointment of Briana Libey to the Board of Adjustment
Date: 10/7/24

BACKGROUND

The City of Coweta Board of Adjustment has a vacancy that should be appointed by the Mayor and filled by a qualified resident to serve until 06/01/2025. Each position is slated to be reappointed on a three (3) year term beginning June 1st on a rolling basis. The current Board Members and Terms are:

Board Members	Term Expiration
Kristi Rentie	06/01/2026
Joanna Jones (Chair)	06/01/2027
Vacant	06/01/2023 (open)
Jessica Mugg	06/01/2027
Briana Libey (if appointed)	06/01/2025 (filling Jessica Morris term)

Briana Libey has her bachelor's degree in social work, organizational leadership, and works for the Department of Human Services. She has expressed an interest in serving our community on the Board of Adjustment.

STAFF RECOMMENDATION

Staff supports the Mayor's recommended appointment of Briana Libey and requests your confirmation of Briana's appointment to the City of Coweta Board of Adjustment to fill the open term ending 06/01/2025.

ATTACHMENTS

None.

CITY OF Coweta
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: Appointment of Kaci Barnett to the Planning Commission
Date: 10/07/24

BACKGROUND

The City of Coweta Planning Commission has a vacancy that should be appointed by the Mayor and filled by a qualified resident to serve until 06/01/2027. Each position is reappointed on a three (3) year term beginning June 1st on a rolling basis. The current Board Members and Terms are:

Board Members	Term Expiration
Jessica Morris (Chair)	06/01/2025
Tena Metcalf	06/01/2026
Vacant	06/01/2024
Jennifer Curtis	06/01/2026
Kaci Barnett (if appointed)	06/01/2027

Kaci Barnett works for a larger municipality as an Administrative Assistant with duties including posting of agendas, meeting minutes and clerical duties like recording motions for the City Drainage Advisory Committee, Board of Adjustment, City Council, Municipal Authority, Economic Development Authority meetings and she works closely with the Community Development Department. Kaci believes Coweta needs strong leaders to step up within the community and feels she can make a positive influence in the community and will ask the right questions to continue the growth within Coweta.

STAFF RECOMMENDATION

Staff supports the Mayor's recommended appointment of Kaci Barnett and requests your confirmation of Kaci's appointment to the City of Coweta Planning Commission to fill the vacant three (3) year term ending 06/01/2027.

ATTACHMENTS

None.

Jack Thorp

District Attorney, District 27

ADAIR COUNTY
220 West Division
Stilwell, OK 74960
(918) 696-7150

CHEROKEE COUNTY
213 West Delaware
Tahlequah, OK 74464
(918) 456-6173

BOGUS CHECK & RESTITUTION PROGRAMS
213 W. Delaware, Rm 206-A
Tahlequah, OK 74464
(918) 456-6649

SEQUOYAH COUNTY
120 East Chickasaw, Suite 204
Sallisaw, OK 74955
(918) 775-9131

WAGONER COUNTY
307 East Cherokee
Wagoner, OK 74467
(918) 485-2119

CHILD SUPPORT ENFORCEMENT
500 George Glenn Blvd.
Sallisaw, OK 74955
1-800-522-2922

Participating Agency Forfeiture Share

I, Austin King, of the Coweta Police Department, received a file-stamped copy of the Order of Forfeiture in the below-listed Wagoner County Forfeiture Case.

I understand that property obtained via civil forfeiture in drug-related cases must only be used for enforcement of controlled dangerous substances laws, drug abuse prevention, and drug abuse education as directed by 63 O.S. §2-506. Furthermore, all property obtained via civil forfeiture must be inventoried and tracked until disposed of in accordance with 63 O.S. §2-506.

- CV-2018-30 Brian Lee Young

Signature: Austin King #662

Date: 09/24/2024

IN THE DISTRICT COURT OF WAGONER COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel, Jack Thorp, DISTRICT ATTORNEY Plaintiff,	)	Case No. CV-2018-30
vs.	)	
Sentry Safe,	)	
2010 Dodge Charger, VIN-2B3CA3CV8AH201727 Defendant,	)	
Brian Lee Young, Potential Claimants.	)	

2022 JUN -7 AM 8:56

AGREED ORDER OF FORFEITURE

Now on this 6th day of June, 2022 this matter comes on before the Honorable Judge of the District Court on State's Notice of Seizure and Forfeiture on the above named property of Brian Lee Young. The State appears in person by Assistant District Attorney, Haley Robinson, and the claimant, Brian Lee Young, appears in person with Robert Stubblefield, claimant's attorney of record. That it is the State's position that the property was used in violation of Title 63 O.S. Supp. 1991 sec. 2-506 et. Seq and by signing this order the defendant(s) deny the allegations contained in the information but agree to the forfeiture herein.

The parties announce an agreement that approved of by the Court, as follows:

1. The following listed property is hereby forfeited to the State of Oklahoma:

Sentry Safe
2010 Dodge Charger
VIN-2B3CA3CV8AH201727

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the above described property **Sentry Safe, 2010 Dodge Charger VIN – 2B3CA3CV8AH201727** is hereby forfeited to the Coweta Police Department, and is to be disposed of according to law.

IT IS FURTHER ORDERED, the Oklahoma Tax Commission issue a proper Certificate of Title on said vehicle (**2010 Dodge Charger VIN – 2B3CA3CV8AH201727**) to the Coweta Police Department.

JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:

Haley Robinson
Assistant District Attorney

Robert Stubblefield, 8714
Attorney for Claimant

X Brian Young
Brian Lee Young, Claimant

INCIDENT / OFFENSE REPORT

Coweta Police Department
212 N Broadway, Coweta OK 74429 (918) 486-2121

CASE NUMBER
2018-0067

ADMINISTRATIVE

AGENCY NAME	Coweta Police Department	**AGENCY ORI #**	OK0730300
INCIDENT OCCURRED ON	01/23/2018 23:14 - 01/23/2018 23:14	**REPORTED ON**	01/23/2018 23:14
TYPE OF REPORT	Arrest	**OFFICER ASSAULT**	NO
CLEARED EXCEPTIONALLY	Cleared - By Arrest	**CLEARANCE DATE**	01/24/2018
REPORTING OFFICER	Badge No: 601 - Paslay,Curtis		
TOTAL IMAGE IN REPORT	67		

OFFENSE (SUMMARY)

NO	OFFENSE
1	35AC - Drug/Narcotics - Violations - Syntheti 14355 S 273rd E Ave
2	35B - Drug/Narcotics - Equipment Violations 14355 S 273rd E Ave
3	90Z - Other Offenses - Non traffic 14355 S 273rd E Ave
4	35AC - Drug/Narcotics - Violations - Syntheti 14355 S 273rd E Ave
5	88A - Warrants - For other Agency 14355 S 273rd E Ave
6	35AC - Drug/Narcotics - Violations - Syntheti 14355 S 273rd E Ave
7	35B - Drug/Narcotics - Equipment Violations 14355 S 273rd E Ave
8	35A - Drug/Narcotics - Violations 14355 S 273rd E Ave
9	83D - Family - Other 14355 S 273rd E Ave
10	35A - Drug/Narcotics - Violations 14355 S 273rd E Ave

PARTY (SUMMARY)

NO	NAME
1	ARRESTEE SCHRIMSHER, SHANA DEANE
2	ARRESTEE WEBB, TIMOTHY REX
3	ARRESTEE YOUNG, BRIAN LEE
4	OFFICER BARNETT, JEREMY DALE
5	OFFICER K9 SI
6	OFFICER PASLAY, CURTIS RAY
7	OFFICER PICKETT, BOBBY
8	OFFICER WAGONER COUNTY
9	OFFICER WILKINSON, DALTON
10	VICTIM STATE OF OKLAHOMA

INCIDENT / OFFENSE REPORT

Coweta Police Department

212 N Broadway, Coweta OK 74429 (918) 486-2121

CASE NUMBER
2018-0067

OFFENSE (SUMMARY) Additional

NO	OFFENSE
11	35AC - Drug/Narcotics - Violations - Syntheti 14355 S 273rd E Ave
12	35AB - Drug/Narcotics - Violations - Marijuan 14355 S 273rd E Ave
13	87B - Traffic - Direct Traffic 14355 S 273rd E Ave
14	87B - Traffic - Direct Traffic S 273rd and E 136th St S
15	87B - Traffic - Direct Traffic S 273rd E Ave and E 136th St S
16	35B - Drug/Narcotics - Equipment Violations 14355 S 273rd E Ave

PARTY (SUMMARY) Additional

NO	NAME
11	VICTIM WEBB, DYLAN
12	VICTIM WEBB, JESSE

INCIDENT / OFFENSE REPORT

Coweta Police Department
212 N Broadway, Coweta OK 74429 (918) 486-2121

CASE NUMBER
2018-0067

VEHICLE

NO 1 **OWNER** YOUNG, BRIAN LEE
TYPE Impounded **TAG NO.** CVC201 **STATE** Oklahoma **TAG YEAR** 2018
VIN NO. 2B3CA3CV8AH201727 **VEH. YEAR** 2010
MAKE Dodge **MODEL** CHA
STYLE Hatchback, 4 door **COLOR** Red
EST. VALUE

IMPOUNDED BY All Heart Towing
DISTINGUISHING MARK

IN CAR PROPERTY no items of value were found in the vehicle.

RECOVERED SECTION

DATE RECOVERED
RECOVERED VALUE 0.00
RECOVERING AGENCY

PROPERTY

TYPE OF LOSS CODES
1. NONE 3. COUNTERFEITED/FORGED 5. RECOVERED 7. STOLEN
2. BURNED 4. DESTROYED/DAMAGED/VANDALIZED 6. SEIZED

No	IBR	Quan.	Description	Serial #	Loss Code	Desc. Code	NCIC #	Est. Value	Recovered
1	35A	10.00	2 18 oz Drano Professional Strength Crystals/ Instant Cold Pack box/ bottle of cold pack pellets/ pill crusher/ measuring spoon with residue/ multiple coffee filters and other filter paper/ two ethernet cables/ air freshener		6	1101		1.00	
2	35A	1.00	Item E- clear container with green leafy substance		6	10		1.00	
3	35A	43.00	Item F- clear bag with 43 pink tablets		6	10		1.00	
4	35A	2.00	Item G- clear conatiner with green leafy substance and clear bag with green leafy substance		6	10		1.00	
5	35A	4.00	Item H- 4 plastic dishes with white residue		6	10		1.00	
6	35A	1.00	Item I- evidence bag with white powder		6	10		1.00	
7	35A	1.00	Item J- clear bag with blue substance		6	10		1.00	
8	35A	2.00	Item K- filter material with residue		6	10		1.00	
9	35A	11.00	Items A-K to be sent to OSBI/ packaged together		6	10		1.00	
10	35AC	3.00	Item A- 3 clear bags- 2 with residue 1 with partial straw with residue		6	10		1.00	

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

Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Acceptance of Seized Property and Surplus Property
Date: 10/01/2024

BACKGROUND

On January 23, 2018, at approximately 11:14 P.M. Officer Paslay an employee with the Coweta Police Department conducted a traffic stop on a vehicle within the City of Coweta. This traffic stop was conducted on a 2010 Dodge Charger VIN- 2B3CA3CV8AH201727. During this stop Officer Paslay placed the owner under arrest and located enough evidence to impound the above vehicle. The Wagoner County District Attorney File the case CV-2018-30 and applied for the forfeiture of the vehicle in accordance with State Statue 63 O.S. Supp 1991 sec. 2-506. On June 6th, 2022, the court ordered the forfeiture. The District Attorney completed all the required paperwork and completed the final release to the Coweta Police Department on September 9th, 2024.

BENEFITS

Due to the length of time from the actual date of impound and current date, a five-year span has occurred. The vehicle is no longer safe to operate without required maintenance being completed. Therefore, it has no monetary value to the city.

COSTS

There is no cost to the city.

STAFF RECOMMENDATION

Staff recommend acceptance of this property as required by state law and the allow the Coweta Police Department to surplus the vehicle to All Heart towing so they can recoup some of the storage cost associated with the five-year hold since the vehicle was impounded. The vehicle is not in any condition to be placed in operation today.

ATTACHMENTS

Police Report showing the date of impound and vehicle information
Agreed Order of Forfeiture-dated June 7, 2022
Participating Agency Forfeiture Share signature form

CITY OF Coweta
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: Xpress Bill Pay Contract for Payment Services
Date: October 7, 2024

BACKGROUND

The City of Coweta offers the ability for citizens to pay utility bills online or by phone. The payment system is currently provided by Tyler Technologies in conjunction with their ERP Pro 10 billing software.

The City has contracted with Caselle to convert to a new ERP system, with Xpress Bill Pay supporting Caselle for online payments. Although we are still in the process of converting to Caselle, Xpress Bill Pay can convert our online payments immediately. This would allow us to take payments of any type, including permits, licenses, library fines, and any other type of payment. We are currently unable to handle these types of payments over the phone or online, causing frustration for customers who don't wish to come to City Hall to make a payment. The Xpress Bill Pay solution will allow customers to pay online, by text, through a mobile app, or by phone.

Another major benefit of switching to Xpress Bill Pay is the substantial cost savings over Tyler Technologies, our current payment provider, and Elavon as our credit card merchant. Based on our average payments, the City stands to save at least $47,000 annually in credit card fees and processing fees.

STAFF RECOMMENDATION

Staff recommends approval of an agreement with Xpress Solutions, Inc., and authorization for the City Manager to execute any documents related to the agreement.

ATTACHMENTS

1. Gateway Administrative Service Agreement
2. Cost Savings Analysis
3. Xpress Bill Pay Mobile App flyer

Order Form: Q-31226-1
Date: 8/27/2024, 11:20 AM
Expires On: 10/11/2024

Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Julie Casteen
City of Coweta
310 S Broadway
Coweta, Oklahoma 74429
jcasteen@cityofcoweta-ok.gov

Bill To:
City of Coweta
310 S Broadway
Coweta, Oklahoma 74429

Gateway Administrative Services Agreement

This Gateway Administrative Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and the Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. Customer is an Oklahoma municipal corporation,. As such, the Parties agree that during the Initial Term and any automatic renewal, if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year (July1 through June 30) of Customer this Agreement shall be null and void without further action by either Party. In such an event the Customer shall give notice to Xpress no later than June 1 that it anticipates being unable to appropriate adequate funds for the next successive fiscal year.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit B on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and, to the extent permitted by applicable law, indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle

funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. To the extent permitted by applicable law, Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority. Customer shall also be liable to Xpress and any third parties for losses resulting from the Customer's negligent acts or omissions, or the negligent acts or omissions of Customer'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.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit C. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Oklahoma. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions, Inc.

Signature:_____

Name (Print):_____

Title:_____

Date:_____

Accepted by:

City of Coweta

Signature:_____

Name (Print):_____

Title:_____

Date:_____

EXHIBIT A

Fees

Initial Configuration Fees		
PRODUCT	**DESCRIPTION**	**RATE**
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	Already Purchased from Caselle
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	Already Purchased from Caselle

Transaction Fees	
PRODUCT	**RATE PER TRANSACTION**
*Credit/Debit Card Transactions	USD 0.49
EFT Transactions	USD 0.64
EFT Returned Item Basic - Invalid account number or unable to locate account	USD 7.00
EFT Return NSF or Account Closed	USD 14.00
EFT Return Stop Payment or Charge Back	USD 30.00
Toll Free Operator Assisted Surcharge	USD 2.00
XBP Deposit Account Withdrawals (6 Free Per Month then $6.25)	USD 6.25
Bank Bill Pay Transactions	USD 0.25
Toll Free IVR Surcharge	USD 1.25
Pay by Text Surcharge	USD 0.25

Maintenance & Support
PRODUCT
Monthly Support & Hosting - $0.02 per customer bill. Minimum $100.
Monthly Account Maintenance Fee - $29 - Waived if you keep a $25,000.00 minimum balance in your Xpress Deposit Account

Forms Builder		
PRODUCT	**DESCRIPTION**	**RATE**
Annual Forms Builder Fee	Annual Forms Builder Fee	USD 2,750.00
Xpress Forms Builder - Setup & Configuration	Xpress Forms Builder - Setup & Configuration	USD 550.00

Hardware			
PRODUCT	**RATE**	**QTY**	**NET PRICE**
USB Card Reader	USD 85.00	3	USD 255.00

**Additionally, merchant services will be needed for card processing. Merchant service fees will be billed directly from the merchant service provider.*

Special Order/Invoicing Terms (if any):

EXHIBIT B

Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Federal ID #: _____

EXHIBIT C
ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the “Policy”) is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf.

Purpose/Scope

The purpose of this Policy is to help protect the Company’s network, each of the Company’s clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company’s clients.

Policy

This Policy governs the usage of the Company’s network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company’s Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company’s Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company’s network, its stability or security, or (C) inconsistent with this Policy and/or the Company’s Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.

- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, “Spam,” ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company’s accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company’s Network complies with this Policy.

- Utilizing the Company’s network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., “hacking” or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.

- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company’s network, it is prohibited for a customer to make such services available to such user in an indirect manner.

- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company’s clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company’s network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.

- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.

- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.

- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.

- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.

- User must never share their IDs and/or passwords.

- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.

- Passwords are required to have a minimum of seven (7) characters.

- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

City of Coweta

Cost Analysis July 2024 - Online Payments

Current Fees Paid:

Category	Amount	
Interchange	$	1,132.71
Processing fees	$	2,041.93
Payment Network and Associated Fees	$	382.19
Other Transaction Charges	$	146.24
Authorization Fees	$	1,417.32
Other Fees	$	149.19
Total Merchant Service Fees	$	5,269.58
Tyler Fees on 2120 Transactions	$	2,650.00
Total Fees	**$**	**7,919.58**

Fees with Xpress Bill Pay:

Interchange	$	1,132.71
Processing fees[1]	$	879.46
Payment Network and Associated Fees	$	382.19
Other Transaction Charges	$	146.24
Authorization Fees[2]	$	685.80
Other Fees[3]	$	5.00
Total Merchant Service Fees	$	3,231.40
XBP Gateway Fees on 2120 transactions	$	1,038.80
Total Fees	**$**	**4,270.20**

Estimated Annual Savings **$ 43,792.56**

[1] Processing fees with Xpress Bill Pay are 0.45% of total volume

[2] Authorization fees with Xpress Bill Pay are $0.30 per transaction

[3] Other fees with Xpress Bill Pay include a $5.00 monthly statement fee

Markup from MSP

City of Coweta

Cost Analysis July 2024 - POS Payments

Current Fees Paid:

Category	Amount	
Interchange	$	257.51
Processing fees	$	425.51
Payment Network and Associated Fees	$	82.00
Other Transaction Charges	$	49.23
Authorization Fees	$	228.16
Other Fees	$	149.19
Total Fees	**$**	**1,191.60**

Fees with Xpress Bill Pay:

Interchange	$	257.51
Processing fees[1]	$	234.96
Payment Network and Associated Fees	$	82.00
Other Transaction Charges	$	49.23
Authorization Fees[2]	$	108.90
Other Fees[3]	$	5.00
Total Merchant Service Fees	$	737.60
XBP Gateway Fees on 363 transactions	$	177.87
Total Fees	**$**	**915.47**
Estimated Annual Savings	**$**	**3,313.60**

[1] Processing fees with Xpress Bill Pay are 0.45% of total volume

[2] Authorization fees with Xpress Bill Pay are $0.30 per transaction

[3] Other fees with Xpress Bill Pay include a $5.00 monthly statement fee

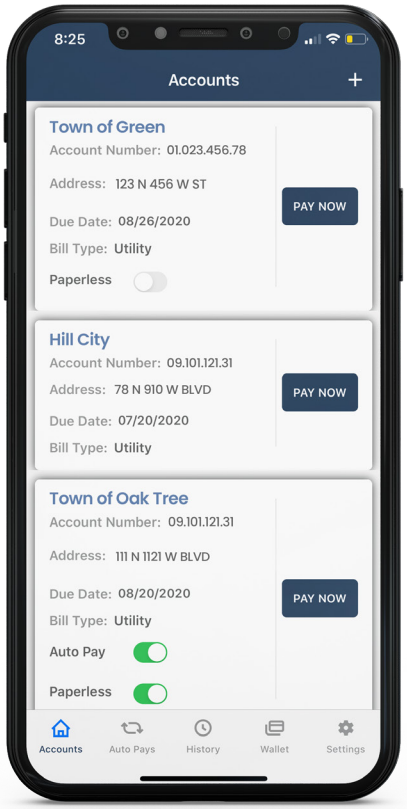
Markup from MSP

Pay your utility bills using the mobile app from Xpress Bill Pay!

Now available for both iPhone and Android.

Looking for another fast and convenient way to pay your utility bills? Our new and improved app is now available for download from the Google Play and App Stores.

xpress BILL PAY



Updated iPhone version

Enhanced

- You can now view more billing details such as account number, service address, due date, billing period end date, and breakdown of your charges
- New and improved interface

Simple

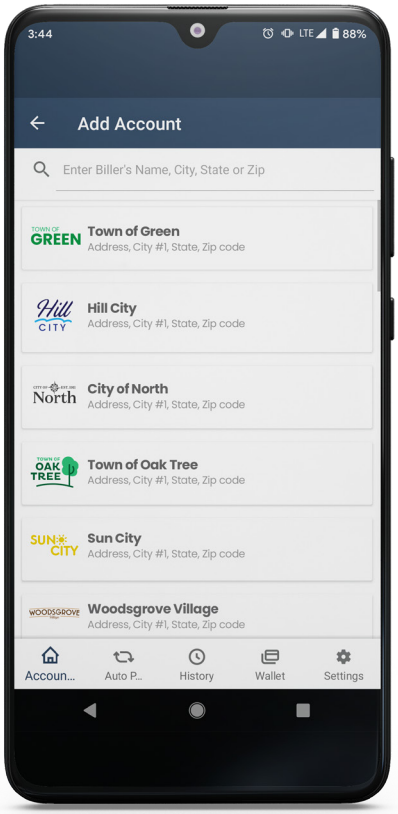
- Pay your utility bills quickly and securely
- View your billing and payment history
- Sign up for Paperless Billing and receive notifications via email
- Manage your Auto Pay settings
- Update your payment information

Beneficial

- Authorized by your billing organization
- Pay with your credit or debit card or bank account
- 24/7 access - Manage your account anytime, anywhere
- Never miss a payment again with Auto Pay

Free to Download

- Go to the App or Google Play Store and search "Xpress Bill Pay" to download the free app to your device



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

Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: Acceptance of CDBG Grant
Date: October 7, 2024

BACKGROUND

The City of Coweta applied for a CDBG grant in April to repaint the Skyview water storage tank and to repair and re-pipe the tank. Re-piping will force all the water delivered to the tank from the water treatment plant to go through the tank and be completely mixed before going to the pump station. This will properly mix the water, lower resonance time, and reduce water age and formation of disinfection by-products.

Staff received notice last week that the City has been awarded $418,000 in federal CDBG funds, with a local match of $418,000.00 required. The matching funds were included in the FY25 Approved Budget in the Grants Fund.

STAFF RECOMMENDATION

Staff recommends a motion to approve grant contract 19508 CDBG 24, authorizing the Mayor and the City Manager to execute any documents related to said contract.

Attachments:

Contract 19508 CDBG 24

Coweta, City of **CDBG-W/S Const-2024-COWETA CI-00366**

Contract Part I: 19508 CDBG 24

FAIN #: B-24-DC-40-0001 UEI #: FEI #:

CONTRACT
PART I
SUMMARY AND SIGNATURES

Contracting Agency:	Oklahoma Department of CommerceState of Oklahoma (ODOC)
Contractor:	City of Coweta
Contract Title:	ODOC Community Development Block Grant
Contract Number:	19508 CDBG 24 19508 CDBG 24
Federal Amount:	$0
Match Amount:	$0
Contract Amount:	$418,000.00
Research and Development:	
Indirect Cost Rate:	31.05
Grant Award Amount - This Action:	$418,000.00
Total Committed:	$418,000.00
Total Obligated:	$418,000.00
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Project Funding Period:	September 30, 2024 through September 29, 2026
Federal Award Period:	September 5, 2024 through September 4, 2031
Summary of Project	

Budget Summary

Funds	
Construction -	$0
Engineering/Architect -	$0
Inspection -	$0
Other -	$0
Public Facilities Admin -	$0
Direct Grantee Admin -	
Planning -	
TOTAL CDBG -	$0
TOTAL LEVERAGE -	$0
TOTAL FUNDS -	$418,000.00

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Coweta
P.O. Box 850
Coweta, OK 74429-0001

Coweta, City of **CDBG-W/S Const-2024-COWETA CI-00366**

Contract Part I: 19508 CDBG 24

AGREEMENT COMPONENTS: Part I - Summary and Signatures Part II - Terms and Conditions
Certification Regarding Lobbying

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT
The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.
I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:City of Coweta	Executed by:Oklahoma Department of Commerce
Signature of Authorized Official	Signature of Authorized ODOC Official
Date	Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program for non-entitlement areas. Notwithstanding any other provisions, payments to the Subrecipient by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

2. MODIFICATION AMENDMENT

A. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.

B. Except as otherwise provided in this contract, the work, and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.

C. Revisions to the contract and the approved budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.

D. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system.

3. ODOC

A. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.

B. ODOC shall perform monitoring to assess the Subrecipient's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Subrecipient of any obligation or duty under this contract.

4. SUBRECIPIENT

A. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made apart hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.

B. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Subrecipient must be ODOC Certified CDBG Administrators. However, said

determination by ODOC shall not relieve the Subrecipient of independent obligation to ensure that such persons are fully qualified, and able to perform the duties they have contracted to perform.

C. In no event will any sub-Subrecipient subcontract or incur obligation on the part of ODOC.

D. The Subrecipient shall comply with all requirements of the ODOC CDBG Project Management Guide. The Guide is hereby annexed, incorporated, and made a part of this contract. The Guide may be amended during the current contract year by ODOC. When changes are made to the Project Management Guide, all certified CDBG grant administrators are notified by email that there have been updates to the Guide.

E. The Subrecipient shall commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract.

F. Based upon a Risk Assessment the ODOC may schedule mandatory Technical Assistance meetings. The Subrecipient shall ensure the attendance of any person performing services under this contract whose presence is requested.

5. <u>2 CFR 200.331</u>

Pursuant to 2 CFR 200.331 - All pass-through entities must:

A. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

(a) Subrecipient name (which must match the name associated with its unique entity identifier);

(b) Subrecipient's unique entity identifier;

(c) Federal Award Identification Number (FAIN);

(d) Federal Award Date (see § 200.39 Federal award date) of award to the recipient by the Federal agency;

(e) Subaward Period of Performance Start and End Date;

(f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

(g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;

(h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

(i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

(j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;

(k) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

(l) The rest of Section 200.332 is herein incorporated by reference.

6. EMPLOYEE BENEFITS

The Subrecipient has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

7. CERTIFICATIONS BY SUBRECIPIENT

A. The Subrecipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State, and local statutes, regulations, and other legal authority, all as modified from time to time, that affect the use of said monies.

B. The Subrecipient specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto:

(1) Equal Opportunity

(a) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part1;

(b) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3600-3620, 1988), popularly known as the Fair Housing Act;

(c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;

(d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin, or sex in connection with

funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

(i) Age Discrimination Act of 1975 (42 USC §§ 6101, et seq., State Program, Final Rule;

(ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794); Regulations are at 24 CFR, Part 570.601;

(e) Executive Order 11246 (1965), as amended by Executive Order 11375 (1967), which prohibits discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 100 and 41 CFR, Part 60-1;

(f) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals, and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination, or excluded from participation in any program or activity receiving federal assistance.

(2) Labor Standards

(a) Davis-Bacon Act (40 USC §§ 3141-3148), which requires payment of the prevailing wage for the locality to workers on construction contracts over $2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Subrecipient further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Subrecipient and any sub-Subrecipients must comply with these wage rates in performance of the work required. The subrecipient must also report all suspected or reported violations to the Federal awarding agency.

(b) Copeland (Anti-Kickback) Act (18 USC § 874, 40 USC § 3145), which applies to all contracts covered by Davis–Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Furthermore, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipients must report all suspected or reported violations of this act to the Federal awarding agency. Regulations are at 29 CFR, Part 3;

(c) Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(d) Section 3 Benchmarks for Creating Economic Opportunities for Low and Very Low-Income Persons and Eligible Businesses 24 CFR Part 75.

(3) Environment

(a) National Environmental Policy Act of 1969 (42 USC §§ 4231, et seq.) (NEPA), and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

(b) The Subrecipient's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;

(c) Compliance with environmental review procedures. The environmental review procedures set forth at 24 CFR Part 58 must be completed for each activity (or project as defined in 24 CFR Part 58), as applicable.

(d) Subrecipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Subrecipients must report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(4) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;

(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Subrecipient certifies it will require certification from sub-Subrecipients that neither the sub-Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

(a) The requirements in 2 CFR part 2424 are applicable. CDBG funds may not be provided to excluded or disqualified persons.

(b) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM),

in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(7) The Subrecipient certifies that it is incompliance with 25 O.S. § 1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

(8) The Subrecipient certifies that it will comply with 37 CFR Part 401. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

(9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(10) The Subrecipient certifies that it will comply with the Build America, Buy America (BABA) Act. On November 15, 2021, President Joseph R. Biden Jr. signed into law the Infrastructure Investment and Jobs Act (IIJA) which includes BABA. This Act requires that subrecipients receiving Federal financial assistance ensure that all of the iron, steel, manufactured products, and construction materials used in construction projects are produced in the United States.

8. <u>HOLD HARMLESS CLAUSE</u>

A. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Subrecipient. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark, or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-Subrecipient or

any agent for the Subrecipient, the Subrecipient will specify that such sub-Subrecipients or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the herein before-described expenses, claims, actions, or amounts recovered.

B. In the event the Subrecipient chooses to use volunteer labor to assist in the project activities, the Subrecipient shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

C. To the extent allowable by law, Subrecipient shall hold harmless ODOC, its agents, officers and employees from any loss or injury sustained either directly or indirectly as a result of exposure to COVID-19 and shall indemnify ODOC of the same from any claims made by third parties.

9. POLITICAL ACTIVITY

A. All employees of the Subrecipient shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§ 1501, et seq., 18 USC § 595 and any amendments thereto).

B. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

C. No portion of the contract funds may be used for lobbying activities.

10. NO-CONFLICT COVENANT

The Subrecipient covenants that no officers or employees of any governing board of the Subrecipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Subrecipient further covenants that in the performance of this contract no person having any such interest will be employed. The Subrecipient covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

11. PUBLICATIONS AND OTHER MATERIALS

A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

B. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

> This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

A. The Subrecipient shall comply with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards except as directed otherwise in writing by ODOC, as they relate to the application, acceptance, and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.

B. Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200

13. COMPENSATION TO SUBRECIPIENT

A. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.

B. ODOC shall disburse funds to the Subrecipient upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Subrecipient may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:

(1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Subrecipient is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;

(2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a particular activity.

C. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.

D. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Subrecipient to effect proper cash management.

E. Payments by Subrecipient for Activity Delivery will be made in conformance with the following schedule:

Maximum Fee (Cumulative)	Activity
20%	Release of Funds achieved within 120 days.
5%	Release of Funds achieved greater than 120 days.
20%	Construction started within 270 days.
5%	Construction started greater than 270 days.
40%	Construction as project funds are expended (Pro rata).
20% or balance	Submission and acceptance of Final Closeout documents.

F. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Subrecipient may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O. S. §§ 250, et seq.

14. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)

A. No costs, with the exception of administration and engineering, shall be incurred until after the Subrecipient has received written notice from ODOC that the Subrecipient has satisfied the specific requirements listed herein for release of funds as set forth in the CDBG Project Management Guide. The Subrecipient may submit a request for Authority to Use Grant Funds for this activity prior to the release of other funded activities.

B. The Subrecipient shall meet required Authority to Use Grant Funds (Release of Funds) requirements within one hundred twenty (120) days after the beginning of the contract period. In accordance with the CDBG Project Management Guide and other policies as noted below, the Subrecipient shall submit to ODOC "Request for Authority to Use Grant Funds (Release of Funds)" and required supporting documentation as follows:

(1) Environmental Review: The Subrecipient shall complete an Environmental Review for each contract activity subject to 24 CFR Part 58, subparts A through H: https://www.ecfr.gov/current/title-24/subtitle-A/part-58

(2) Leverage Commitment: The Subrecipient shall submit Certification of Leverage, certifying that leverage funds are available and identifying the source and amount in accordance with approved application.

(3) Insurance and Bonding: The Subrecipient shall submit evidence of:

(a) General liability insurance covering the funded activities; and

(b) Bonding of all officials who are responsible for financial transactions relating to this contract;

(4) Anti-Displacement Plan: The Subrecipient must adopt and submit an Anti-Displacement Plan in accordance with ODOC CDBG Project Management Guide; https://www.ecfr.gov/current/title-24/subtitle-A/part-42/subpart-C/section-42.325

(5) Other: Special conditions in accordance with this contract and ODOC CDBG Project Management Guide as follows:

(a) Subrecipient has met any special conditions specified in Section II of this contract;

(b) Subrecipient's audit has been accepted and approved by ODOC;

(c) Subrecipient has attended a CDBG training session.

(6) A review committee will determine de-obligation of CDBG funding if the project has NOT satisfactorily been completed and Release of Funds has NOT been obtained. This review committee may be composed of ODOC Community Development staff including: CDBG Planner, Director of Programs (Planning and Monitoring), and the Division Director.

15. PROCUREMENT

A. Procurement, management, and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the CDBG Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O. S. §§ 101, et seq. Oklahoma Department of Commerce fully adopts 2 CFR 200.317-327 in full. Units of General Local Government as "subrecipients" are to follow 2 CFR Part 200.318-327.

B. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

16. RECORDS, REPORTS, DOCUMENTATION

A. The Subrecipient shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds 24 CFR 570.490 Recordkeeping requirements: https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-I/section-570.490. Specific types and forms of records required are in the ODOC CDBG Project Management Guide.

B. The Subrecipient the Closeout Documentation or until all monitoring/audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designee for inspection and use in carrying out its responsibilities for administration of funds.

C. The Subrecipient will submit to ODOC documentation of local leverage funds used for the project in such form and at such times as required by ODOC.

D. The Subrecipient has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly in the procuring of this contract.

17. CLOSING OUT OF CONTRACT

A. The Subrecipient shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.

B. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Subrecipient as of the final date of the period funded.

C. The Subrecipient cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.

D. The Subrecipient shall submit closeout documents in accordance with ODOC Project Management Guide no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

18. AUDIT, DISALLOWED COSTS

A. The Subrecipient shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made apart hereof.

B. The Subrecipient shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.

C. In the event an audit results in the determination that the Subrecipient has expended contract funds on unallowable costs, the Subrecipient shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

The Subrecipient shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

A. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§ 250, et seq.

B. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Subrecipient that exists then or occurs later.

C. This contract shall be construed and interpreted pursuant to Oklahoma law.

D. The Subgrantee Recipient may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, Subchapter 11.

21. TERMINATION OR SUSPENSION

A. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

B. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Subrecipient to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules or Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:

(1) The Subrecipient fails to meet the requirements for Authority to Use Grant Funds within one hundred twenty (120) days after the beginning of the contract period;

(2) The Subrecipient fails to commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract;

(3) The Subrecipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;

(4) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;

(5) The Subrecipient has submitted incorrect or incomplete documentation pertaining to this contract;

(6) The Subrecipient is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.

C. In the event of termination or suspension, the Subrecipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subrecipient shall reduce to the minimum possible obligations, prepaid expenses, and other costs.

D. The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Subrecipient. ODOC may withhold payments due under this agreement pending resolution of the damages.

E. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Subrecipient has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:

(1) Failure to timely submit any required reports;

(2) Failure to respond to any communication from ODOC; and

(3) Failure to abide by any programmatic or ODOC requirements.

22. 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 does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: Acceptance of CDBG Grant
Date: October 7, 2024

BACKGROUND

The City of Coweta has been awarded $418,000 in federal CDBG funds for painting and improvements to the Skyview Water Tower.

Included in the grant award is $33,000 for administrative services to be provided by Eastern Oklahoma Development Division (EODD). Some of the services to be provided include conducting public hearings, assisting with procurement services, preparing an Environmental Review, preparing and submitting Request for Release of Funds, and assisting with the monitoring of funds and reporting requirements. The contract amount of $33,000 is considered part of the project cost and will be reimbursed in accordance with Oklahoma Department of Commerce guidelines.

STAFF RECOMMENDATION

Staff recommends approval of the Administrative Services contract with EODD at a cost not to exceed $33,000.00.

Attachments:

1. Community Development Block Grant Administrative Services contract between EODD and City of Coweta

CONTRACT FOR ADMINISTRATIVE SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT

This agreement between Eastern Oklahoma Development District (EODD), hereafter referred to as Contractor, and _City of Coweta_, hereafter referred to as City of Coweta, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the_7th__ day of __October___ 20_24_ and shall be in effect through the__7th__day of_October___2027__. The contract period may be extended by mutual agreement of both parties.

Contractor understands that this contract is entered in to provide the _City of Coweta_ administrative services constituting:

> CDBG grant administrative services required in implementing and carrying out the Improvements to the Skyview Water Storage Tank Project, if said project receives funding by the Oklahoma Department of Commerce. Required Services are specified in Attachment "A".

Services as specified in Attachment "A", are subject to the following conditions:

1. The project specified is funded by the Oklahoma Department of Commerce and for the amount of funding requested.

2. The City of Coweta shall have the option to accept the services of the Contractor beginning with the start date of the Community Development Block Grant received from the Oklahoma Department of Commerce or at a later date specified. Notification of acceptance of said services shall be in writing to the Contractor. The City of Coweta agrees to pay the Contractor as compensation for administrative consulting services the total sum not to exceed $33,000.00. The Contractor will be reimbursed on an as requested basis from the City of Coweta by written invoice.

3. Contractor shall not begin to provide any services as specified until written notification from the City of Coweta is received.

4. The City of Coweta shall have the option to not accept the services of the contractor to be provided under Part II for any of the following reasons:

    a. The project specified in Part I, is funded by the Oklahoma Department of Commerce at a lower amount than the amount requested.

    b. The City of Coweta determines such services may be provided by its staff, at a lower cost.

    c. The City of Coweta is dissatisfied with the services of the Contractor.

GENERAL TERMS AND CONDITIONS

SUBCONTRACT NOTIFICATION PROVISION

None of the work and services covered by this contract may be sub-contracted without written consent of the City of Coweta. In no event will any sub-contract incur any obligation on the part of the City of Coweta, but will be the responsibility and obligation of EODD, unless otherwise agreed to and with City of Coweta's explicit written consent.

MODIFICATION

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.

INTERPRETATION, REMEDIES

a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of the City of Coweta shall prevail.

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b. In the event of any disagreement between the Contractor and the City of Coweta relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the City of Coweta shall prevail.

c. Neither forbearance nor payment by the City of Coweta shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

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 does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, its agents, officers, and employees and the City of Coweta, its agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, its agents, officers and employees and the City of Coweta, its agents, officers and employees from any claim or amount recovered because of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any

agent for contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, and the City of Coweta, its agents, officers, and employees for all the hereinbefore described expenses, claims, actions, or amounts recovered.

PERSONNEL

a. The Contractor represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City of Coweta.

b. The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax, and any other deductions required by law for its employees.

c. All the services required hereunder will be performed by the Contractor or under his/her 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.

TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City of Coweta shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Not withstanding the above, the Contractor shall not be relieved of liability to the City of Coweta for damages sustained by the City of Coweta by virtue of any breach of the contract by the Contractor, and the City of Coweta may withhold any payments to the Contractor until such time as the exact amount of damages due the City of Coweta from the Contractor is determined.

TERMINATION FOR CONVENIENCE

The City of Coweta may terminate this contract at any time by giving at least 30 days notice in writing to the Contractor. If the contract is terminated by the City of Coweta as provided herein, the Contractor will be paid for the time provided and all allowable expenses incurred up to the termination date.

CONFLICT OF INTEREST

No member of the governing body of the City of Coweta, and no other officer, employee, or agent of the City of Coweta, who exercises any functions or

responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the Contractor shall take appropriate steps to assure compliance.

INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this agreement no person having such interest shall be employed.

REPORTS AND INFORMATION

The Contractor, at such times in such forms as the City of Coweta may require, shall furnish the City of Coweta such periodic reports as it may request pertaining to the work or 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.

Contractor shall furnish the City of Coweta narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the City of Coweta or federal and state grantor agencies.

COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Contractor shall save the City of Coweta harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

RECORDS AND AUDITS

Contractor shall assist the City of Coweta in retaining all books, documents, papers, records and other materials involving all activities and transaction related to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. Contractor shall, as often as deemed necessary by the City of Coweta, permit authorized representatives of the Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

ANTI-KICKBACK REGULATIONS

The Contractor shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29CFR, Pat III.

Equal Employment Opportunity

The Contractor shall comply with the following equal opportunity requirements as part of the CDBG assurances.

a. Civil Rights Act of 1964, Title VI

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

Contractor shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower income residents of the unit of local government or metropolitan area (or non-metropolitan City) in which the project is located, and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan City) as the project.

d. Affirmative Action

Contractor shall take affirmative action steps to contract with small and minority owned firms and women business enterprises is a part of the requirements of 24CFR part 85.36 or 24CFR Part 570, Sub-part J. Affirmative Action steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.

2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks

or quantities to permit maximum small, minority and women business enterprises participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by small minority and women business enterprises.

5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce, and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

6. If any subcontractors are to be let, requiring the prime contractor to take the affirmative action steps in 1 through 5 above.

AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination based on age in the delivery of services and benefits supported by federal funds.

REHABILITATION ACT OF 1973, SECTION 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in any programs or activities receiving federal financial assistance.

Executed by:	**Executed by: Contractor:**
City of Coweta	Eastern Oklahoma Development District
	Scott Harding
Mayor Signature	Scott Harding, Executive Director
Date	10/03/2024 Date

ATTEST:

Signature

Print Name and Title

SEAL

SCOPE OF SERVICES
ATTACHMENT A

The Administrator shall, if the application is successful, and at the option of the City of Coweta:

1. facilitate, coordinate, and conduct public hearings, with the assistance of the City of Coweta officials of their designees

   This includes, but is not limited to, such things as assisting in designating locations for public hearing, meeting agenda and minutes preparation, legal postings, and proving accommodations as required by state and federal law. Examples include the Americans with Disabilities Act (ADA) and the Oklahoma Open Meetings and Open Records Act.

2. Prepare Environmental Review Record for all Activities.

   Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.

3. Assist in the preparation of all Release of Funds requirements for contract with the Oklahoma Department of Commerce/Division of Community Affairs and Development. Coordinate with the community the Request for Payments to ensure consistency with the drawdown procedures established by the Oklahoma Department of Commerce for the CDBG program.

4. Assist the Community with preparation of an acceptable financial management system as it pertains to finances of the CDBG program.

   An acceptable system includes but is not limited to; cash receipts and disbursement journal, and general ledger, and should conform to generally accepted accounting principles.

5. Establish project files in City of Coweta principal offices.

   These must demonstrate compliance with all applicable State, Local and Federal regulations. The administrator must monitor project files throughout the program to ensure they are complete, and that all necessary documentation is being retained in the community's files.

6. (If applicable to the program) Assist City of Coweta in complying with regulations governing land acquisition (real property, right of ways, donation of property, etc.)

7. (If applicable) Prepare engineering bid documents and monitor the bidding process consistent with applicable regulations.

8. Secure the Secretary of Labor's wage decision from the State and include it in bid specifications.

9. Assist with preparing construction contracts which comply with federal regulations and monitor contractor compliance with all applicable regulations.

10. Obtain contractor and subcontractor clearance from the State.

11. Check weekly payrolls to ensure compliance with applicable wage rates.

12. Conduct on-site interviews and compare the results with appropriate payrolls.

13. Make progress inspections and certify partial payment requests.

14. Make a final inspection and issue a final certificate of payment.

15. Assist the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: INCOG Master Go Plan
Date: October 7, 2024

BACKGROUND

Indian Nation Council of Governments (INCOG) is a regional planning organization that assists in creating solutions to local and regional challenges in such areas as comprehensive planning, transportation, community and economic development, environmental quality and energy programs, public safety, and services for older adults.

The "GO Plan" is an INCOG project that seeks to create a bicycle/pedestrian network connecting major destinations in the region, including significant employment centers, downtown business districts, schools and universities, and the existing trail system.

The GO Plan enhances the safety of road users by providing designated paths for pedestrians and bicyclists, which is imperative for their safety. The GO Plan will help provide trails for recreation use and for individuals who rely on non-motorized vehicles for transportation across our community. Separate paths are not only safer but also provide a more scenic route than typical roadways. Other communities participating in the GO Master Plan include Bixby, Broken Arrow, Catoosa, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa, Skiatook, and Tulsa.

The opportunity to join the regional GO Plan will help us create a plan for future trails in the Coweta area that will help us connect with the larger metro-area trail system.

STAFF RECOMMENDATION

Staff recommends approval of the agreement with INCOG and authorization for the Mayor to execute any documents related to the agreement.

ATTACHMENTS

1. INCOG Go Plan Agreement

AN AGREEMENT BY AND BETWEEN
THE INDIAN NATIONS COUNCIL OF GOVERNMENTS AND THE CITY OF COWETA
FOR AN UPDATE OF THE CITY OF COWETA'S BICYCLE/PEDESTRIAN MASTER PLAN

This AGREEMENT is made by and between the Indian Nations Council of Governments, ("INCOG"), and The City of Coweta, ("City").

WITNESSETH:

WHEREAS, the INCOG Board of Directors adopted the Regional Bicycle and Pedestrian Master Plan, ("GO Plan"), in 2015 and the GO Plan will now be updated to reflect current national best practices and identify a regional network of bicycle facilities; and

WHEREAS, the GO Plan adopted in 2015 included an additional detailed plan for the City and the City desires to update the additional plan in coordination with the update of the GO Plan; and

WHEREAS, both INCOG and the City are committed to enhancing the safety of vulnerable road users as part of the adopted regional Local Road Safety Plan to eliminate all traffic fatalities and serious injuries; and

WHEREAS, planning for and constructing bicycle and pedestrian facilities will enhance multiple regional and local goals such as promoting and enhancing 1) public health and safety, 2) air quality, 3) economic development and tourism, and 4) transportation equity; and

WHEREAS, INCOG staff have conducted a competitive procurement process and have selected the consultant RDG Planning & Design ("the Consultant"), to update the regional GO Plan and to include updating local jurisdictional plans; and

NOW THEREFORE, in consideration of the promises contained in this Agreement, the parties agree as follows:

I. <u>Purpose of the Agreement</u>

a) This AGREEMENT is between INCOG and the City for required local participation money towards updating the City's bicycle/pedestrian Master Plan. The Consultant's cost for updating the City's bicycle/pedestrian plan is $25,000. The City shall pay 50% of the amount, ($12,500.00) from local funds.

b) INCOG has secured Metropolitan Planning (PL) funding in the amount of $180,465 for the regional plan and an additional 50% of the City's updated plan ($12,500).

II. General Terms

a) INCOG will manage the regional project and assist the City regarding its local jurisdiction update.

b) The City is to provide a staff member to facilitate the City's stakeholder engagement, provide a location for public meetings and a workshop, provide data to the Consultant, and any related task the Consultant may need to perform the task of updating the City's plan.

c) INCOG shall provide the Consultant all previous assessments and maps from the 2015 GO Plan.

d) INCOG shall provide the use of its GIS Team for the City's updated plan.

e) INCOG will invoice the City for an updated bicycle/pedestrian plan not to exceed $12,500. This amount will be due on or before November 1, 2024.

III. Effective Date

The provisions of this AGREEMENT shall become effective from the date of the INCOG Board of Directors Chair's signature on the fully executed AGREEMENT. This AGREEMENT shall be effective until all funding provided in Section II has been expended and the City's plan is updated which is estimated to be by August 31, 2025.

IV. Records

INCOG shall maintain accounting records and other evidence pertaining to the costs incurred under this AGREEMENT.

V. Amendments or Modifications of Agreement

This AGREEMENT may be amended or modified upon mutual signed written agreement of both Parties. This includes changes to the scope of work, schedule for completing the work, or funding amounts. Any such changes will become part of this AGREEMENT.

VI. Responsibility for Claims and Liability

In any agreement with any subcontractor or vendor, each Party will specify that such subcontractor or vendor shall hold harmless the other Party and its agents, officers, and employees for all the expenses, costs, claims, actions, or amounts described in this Agreement.

VII. No Agency Relationship Created

Nothing in this agreement shall be construed to create an agency relationship between INCOG and the City or any subcontractor or vendor. In no event will the City incur obligation on the part of INCOG, nor will INCOG incur obligation on the part of the City except for as described in this agreement.

VIII. Termination or Suspension

This AGREEMENT was entered into by the participants because of their mutual accord that the continuing, cooperative, and comprehensive transportation planning process was necessary. Either INCOG or the City may terminate its interest and its obligation under this AGREEMENT by giving thirty (30) days' notice in writing to the other participant, it being understood that such termination may be adverse to the interests of the other participant.

IX. Conflict of Interest

INCOG and the City represent that none of its employees or members of its governing board have or will obtain an interest in any subcontractor or vendor that will benefit from this agreement.

X. Prior Understanding

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 participants for the Bike Share system.

XI. Binding Effect

This AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors, subject to the limitation of Oklahoma Law.

XII. Notices

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by either party to the other pursuant to the AGREEMENT shall be in writing and shall be deemed to have been properly given or sent:

a) If intended for INCOG, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

INCOG
Transportation Planning Division
Two West Second Street, Suite 800
Tulsa, OK 74103-3116

b) If intended for the City, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

City of Coweta
PO Box 338
1000 E. Broadway St.
Coweta, OK 74063

XIII. Severability

If any provision, clause or paragraph of this contract 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 contract which are not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the respective dates below reflected to be effective on the date executed by the INCOG Board of Directors Chair.

Indian Nations Council of Governments	City of Coweta
_____	_____
Rich Brierre, Executive Director	Julie Casteen, City Manager
Date_____	Date_____

CITY OF Coweta
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 Nuisance Property
Date: October 7, 2024

BACKGROUND

Staff has received numerous complaints regarding property at 15966 S. 296th East Avenue which was destroyed by a house fire on May 10, 2024. Sadly, one of the occupants perished in the fire. The remaining property owners have been working with their insurance company and mortgage company to begin repairs, but the process has been complicated by several factors, causing the property to remain in a damaged state for about five months.

Neighboring property owners have complained about vermin and snakes inhabiting the property and have requested action be taken to make the property safe for the surrounding homeowners. Per City Code Chapter 5-3-3 A-13(b), the burned house is cosidered a dangerous structure.

The property owner states that a check should arrive the week of October 7 to allow repairs to begin.

STAFF RECOMMENDATION

Staff recommends a motion to grant a 7-day waiting period prior to beginning the abatement process to allow the property owners time to provide evidence that a contract has been let to begin the cleanup of the destroyed house.

Attachments:

1. Photos of damaged property at 15966 S 296th E Ave.

15966

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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Dangerous Dilapidated and Uninhabitable Structures
Date: 10-04-2024

BACKGROUND

The City of Coweta has several dangerous dilapidated structures, often vacant, within our City Limits that through neglect or injury, lack necessary repairs or are otherwise in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public. (Please see the attached photos and location map.)

For several years, various staff members have identified multiple dilapidated structures but have not been able to move forward with the ordinance process.

Cleaning up dilapidated properties will have financial impacts. City Council must be on board for the process to work as it is a financial commitment for the City.

Staff request Council approval to modify the current nuisance ordinance to enhance our flexibility in assisting our community members with unfortunate circumstances:

City of Coweta Code of Ordinances
Chapter 5 – Health, Sanitation, and Environment, Section 5-3 – Nuisances
We would like to include the following Administrative Process options:

- Voluntary Demolition Agreement
- Demolition by Property Owner
- Demolition After Council Approval
- Property Owner Improves Property Through Administrative Process

STAFF RECOMMENDATION

Staff is seeking direction and City Council support on modifying Coweta City Code of Ordinance with Nuisance Administrative Process options and how to proceed with State Statutes and the City Code of Ordinances pertaining to the abatement of dilapidated buildings.

ATTACHMENTS

1. Dilapidated Building Photos
2. Dilapidated Building Map
3. Chapter 5 – Health, Sanitation, and Environment, Section 5-3 – Nuisances

210 E Pine Street

210 E Pine Street

214 E Pine Street

14743 S 298th E Ave

312 W Oak Street

502 N Atoka Ave

518 S Atoka Ave

502 N Division

513 N Division

13 min | 57 min | 14 min

- 310 S Broadway, Coweta, OK 74429
- 210 E Pine St, Coweta, OK 74429
- 214 E Pine St, Coweta, OK 74429
- 502 N Atoka Ave, Coweta, OK 74429
- 513 N Division St, Coweta, OK 74429
- 502 N Division St, Coweta, OK 74429
- 312 W Oak St, Coweta, OK 74429
- 14743 S 298th E Ave, Coweta, OK 74429
- 518 S Atoka Ave, Coweta, OK 74429

Add destination

Options

Send directions to samsung SM-S908U1

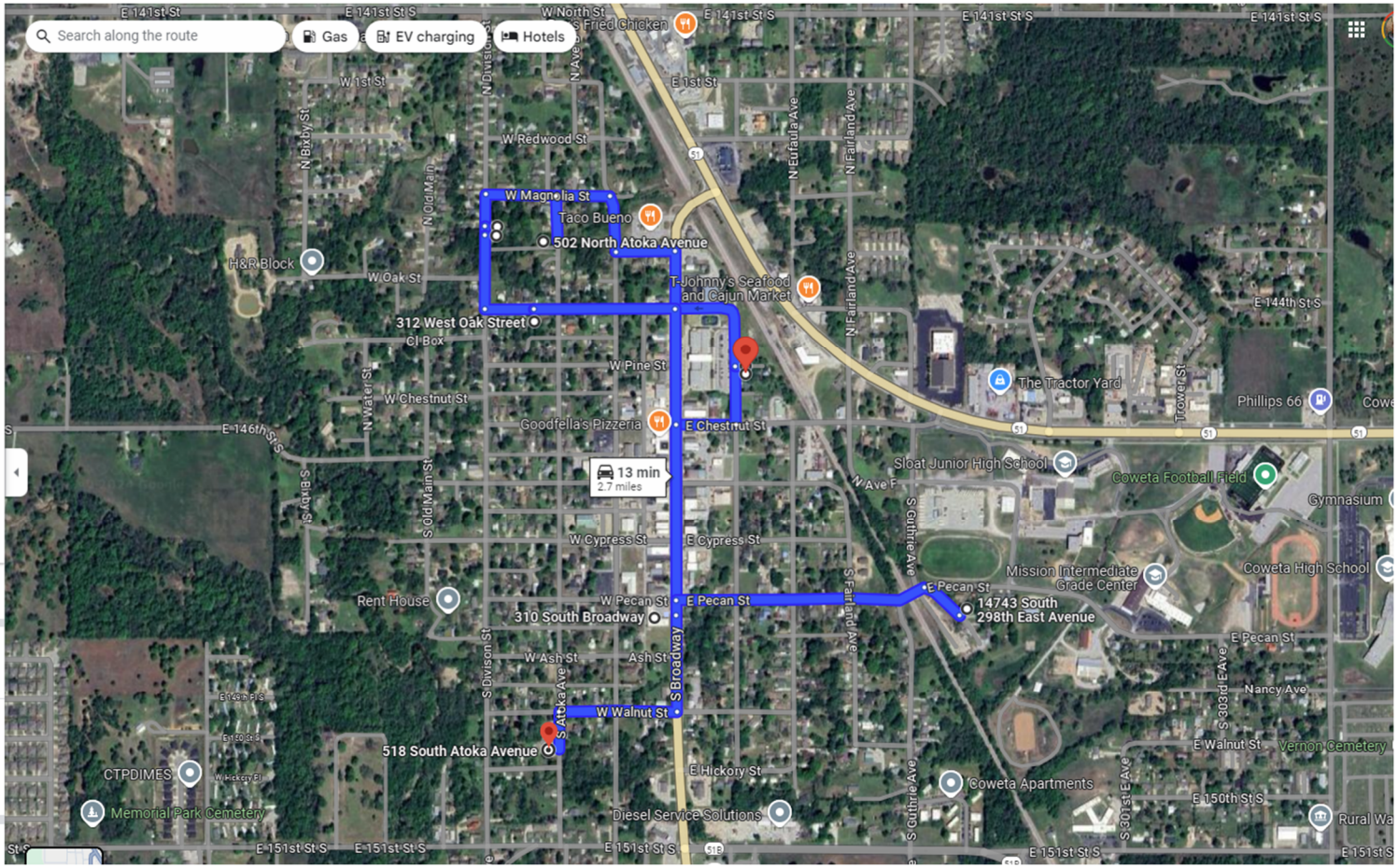
Copy link

via S Broadway — 13 min

13 min without traffic — 2.7 miles

Details

Explore nearby 518 S Atoka Ave



CHAPTER 5-3 NUISANCES

5-3-1 Powers Of City

As provided in 50 O.S. § 16, the City has power to determine what is and what shall constitute a nuisance within its corporate limits and, for the protection of the public health, the public parks, and the public water supply, outside of its corporate limits. Whenever it is practical to do so, the City has the power summarily to abate any such nuisance after notice to the owner and an opportunity for him to be heard, if this can be done.

(Code 2012, § 8-406)

5-3-2 Definitions

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

Nuisance means unlawfully doing an act, or omitting to perform a duty, or anything or condition which either:

1. Annoys, injures or endangers the comfort, repose, health or safety of others;
2. Offends decency;
3. Unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any lake or navigable river, stream, canal or basin, or any public park, square, street or other public property; or
4. In any way renders other persons insecure in life or in the use of property.

Provided, however, this definition shall not apply to preexisting agricultural activities.

Private nuisance means every nuisance not included in the definition of public nuisance in this section.

Public nuisance means a nuisance which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon the individuals may be unequal.

(Code 2012, § 8-401; altered in 2023 recodification)

5-3-3 Certain Public Nuisances Enumerated

1. In addition to other public nuisances declared by other sections of this Code or law, the following are hereby declared to be public nuisances:
    1. *Unwholesome food or drink*. The sale or offering for sale of unwholesome food or drink; or the keeping of a place where such sales or offerings are made;

2. *Liquor violations*. The sale, offering for sale, or furnishing of alcoholic beverages in violation of state law or ordinances of the City; or keeping of a place where alcoholic beverages are sold, offered for sale, or furnished in violation of state law or ordinances of the City;
3. *Obscene materials*. The exposure, display, sale, or distribution of obscene pictures, books, pamphlets, magazines, papers, documents or objects; or the keeping of a place where such are exposed, displayed, sold or distributed;
4. *Bawdy, disorderly houses*.
    1. The keeping of a place where persons gamble, whether by cards, slot machines, punchboards or otherwise;
    2. The keeping of a place where prostitution, illicit sexual intercourse, or other immoral acts are practiced;
    3. The keeping of a place where activities in violation of state law or City ordinances are practiced or carried on;
5. *Diseased persons*. The public exposure of a person having a contagious disease;
6. *Public dances*. The conduct or holding of public dances in violation of the ordinances of the City; or the keeping of a place where such dances are held;
7. *Noisy conditions*. The continued making of loud or unusual noises which annoy persons of ordinary sensibilities; or the keeping of an animal which makes such noises;
8. *Interference with wireless reception*. The operation or use of any electrical apparatus or machine which materially or unduly interferes with wireless reception by others;
9. *Assemblies obstructing traffic*. Any use of a street or sidewalk or a place adjacent thereto which causes crowds of people to gather so as to obstruct traffic on such street or sidewalk, or which otherwise obstructs traffic thereon, except as may be authorized by law or ordinance;
10. *Water flowing, ice or snow falling onto public ways*. Permitting water or other liquid to flow or fall, or ice or snow to fall, from any building or structure upon any street or sidewalk;
11. *Stagnant bodies of water*. All wells, pools, cisterns, bodies or containers of water in which mosquitoes or other nuisance insects breed or are likely to breed, or which are so constructed, formed, conditioned, or situated as to endanger the public safety;
12. *Conditions attracting pests*. Rank weeds or grass, carcasses, accumulations of manure, refuse, or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin, or disease-causing germs; and the premises on which such exist;
13. *Dangerous structures*.
    1. Any building or structure which is dangerous to the public health or safety because of damage, decay or other condition;
    2. Every building or other structure that shall become unsafe and dangerous from fire, decay or other cause, or shall become

hazardous from fire, by reason of age, decay or construction, location or other cause, or shall be detrimental to the health, safety or welfare of the City or its inhabitants from any cause;

14. *Dangerous premises*. Any pit, hole, or other thing which is so constructed, formed, conditioned or situated as to endanger the public safety;
15. *Fire and explosive hazards*. Any fire or explosion hazard which endangers the public safety;
16. *Dangerous businesses*. Any occupation or activity which endangers the public peace, health, morals, safety or welfare;
17. *Animal houses and noises*. Any stable or other place where animals are kept that may become obnoxious or annoying to any residents of the City, by reason of any noise or noises made by the animal therein, or by reason of lack of sanitation; and
18. *Vehicles and trailers without proper plates and stickers*. Any motor vehicle (whether in operating condition or not) or any trailer without a current vehicle plate as required by law for vehicles used on the public highways, when stored or kept in a residence district.

2. *Enumeration cumulative*. The enumeration of certain public nuisances in subsection A of this section shall be cumulative and not limit other provisions of law or ordinances defining public or private nuisances either in more general or more specific terms.

(Code 2012, § 8-407; altered in 2023 recodification)

5-3-4 Nuisances Prohibited

It is unlawful for any person, including, but not limited to, any owner, lessee, or other person, to create or maintain a nuisance within the City, or to permit a nuisance to remain on premises under his control within the City.

(Code 2012, § 8-412)

5-3-5 Persons Liable

No person in charge or control of any property in the City, whether as owner, tenant, occupant, lessee or otherwise, shall allow a nuisance to exist on the property. Every successive owner of property who neglects to abate a continuing nuisance upon or in the use of such property, created by a former owner, is liable therefor in the same manner as the one who first created it.

(Code 2012, § 8-402)

5-3-6 Lapse Of Time; Effect

No lapse of time can legalize a public nuisance amounting to an actual obstruction of public right.

(Code 2012, § 8-403)

5-3-7 Remedial Action

1. *Public nuisances*. The remedies against a public nuisance are:
    1. Prosecution on complaint before the Municipal Court;
    2. Prosecution on information or indictment before another appropriate court;
    3. Civil action; or
    4. Abatement:
        1. By the person injured as provided in 50 O.S. § 12; or
        2. By the City in accordance with law or ordinance.
2. *Private nuisances*. The remedies against a private nuisance are:
    1. Civil action; and
    2. Abatement:
        1. By the person injured as provided in 50 O.S. §§ 14 and 15; or
        2. By the City in accordance with law or ordinance.

(Code 2012, §§ 8-404, 8-405)

5-3-8 Abatement Of Nuisances Generally

1. *Summary abatement*. Some nuisances are of such nature as to constitute a grave and immediate danger to the peace, health, safety, morals or welfare of one or more persons or of the public generally. It is recognized that circumstances may be such as to justify, and even to require, the City Manager or other appropriate officer or agency of the City government to take immediate and proper action summarily to abate such nuisances, or to reduce or suspend the danger until more deliberate action can be taken toward such abatement.
2. *Statement of nuisance; recommended abatement*. The Chief of the Fire Department, the Chief of Police, the City Attorney, the Health Officer, the Building Inspector, the Electrical Inspector, the Plumbing Inspector, or any other officer subordinate to the City Manager or any Councilmember or resident may submit, through or with the consent of the City Manager, to the Code Enforcement Officer, a statement as to the existence of a nuisance as defined by the ordinances of the City or law, and a request or recommendation that it be abated.
3. *Determination of nuisance existence; notice*. Upon receiving the complaint or observing the nuisance himself, the City Manager or his designee will investigate the alleged nuisance. If he determines that a public nuisance exists, he will notify the person responsible for the nuisance. Such notice to the owner and other persons concerned shall be given in writing, by mail or by service by a police officer if their names and addresses are known; but if the names and addresses are not known, and the public peace, health, safety, morals, or welfare would not be unduly jeopardized by the necessary delay, a notice of the hearing shall be published in a paper of general circulation within the City. Such notice shall provide not less than ten days nor more than 60 days, at the discretion of the City Manager or

designee, in which to abate such nuisance or to request a hearing as hereinafter set forth.

4. *Hearing by City Manager*. If the person receiving the abatement notice wishes a hearing, he must request it in writing within ten days and mail or file it with the City Clerk. The hearing, on his request, will be before the City Manager and will be held as soon as possible after the request is filed. The City Manager shall render his decision by written memorandum and file the same with the City Clerk, who shall thereupon mail a copy to the person requesting the hearing at the last known mailing address.
5. *Appeal to City Council; decision*.
    1. If the person responsible for a nuisance wishes to appeal the City Manager's decision, he may request a hearing before the City Council. Such request must be in writing and submitted to the City Clerk within five days after notice of the decision of the City Manager is mailed to him.
    2. The City Council shall determine whether or not the alleged nuisance is a nuisance in fact. For the purpose of gathering evidence on the subject, the Council shall have power to subpoena and examine witnesses, books, papers and other effects.
6. *Abatement by City; responsibility for costs*. If the City Council finds that a nuisance does in fact exist, it shall direct the owner or other persons responsible for or causing the nuisance to abate it within a specified time if the peace, health, safety, morals or welfare of the persons or public adversely affected would not be unduly jeopardized by the consequent delay. If such peace, health, safety, morals, or welfare would be unduly jeopardized by the consequent delay, or if the owner or other persons responsible for or causing the nuisance do not abate it within the specified time, the Council shall direct the City Manager to abate the nuisance or to have it abated, if summary abatement is practical, as authorized by 50 O.S. § 16. The City Clerk shall send a statement of the cost of such summary abatement to the owner or other persons responsible for or causing the nuisance, as may be just under the circumstances, if the names and addresses are known. Until paid, such cost shall constitute a debt to the City, collectible as other debts of the City may be collected.

(Code 2012, § 8-408)

5-3-9 Abatement By Suit In District Court

In cases where it is deemed impractical summarily to abate a nuisance, the City may bring suit in the district court of Wagoner County, as provided in 50 O.S. § 17.

(Code 2012, § 8-409; altered in 2023 recodification)

5-3-10 Abatement By City; Costs

1. *Abatement by City*. If the person responsible for the nuisance is unable to pay for its removal, the work may be done by the employees of the City under supervision

of the City Manager, or it may be let by contract to the lowest and best bidder, after appropriate notice, in the manner for letting other contracts.

2. *Cost determined; statement issued*. Upon the completion of the work ordered to be performed under CCC 5-3-8, the City Manager shall prepare a report on the cost thereof. Such report shall be itemized as to each tract, as follows: labor, machinery rental or depreciation, fuel and supplies, cost of notice, and other costs. The City Manager shall determine the total actual costs of the work, and shall direct the City Clerk to forward a statement and demand payment thereof by certified mail with return receipt requested to the owner of the property at the address shown by the current tax rolls in the office of the County Treasurer. If the statement is not paid within 20 days after such statement is mailed, the City Council may direct the City Attorney to institute action to establish its lien against the property on which such work was done and to request the court to cause such property to be sold and the lien paid.
3. *Failure to pay costs; costs levied*. In the event the City does not elect to proceed by legal action as set forth herein, then six months from the date of mailing the notice prescribed by subsection A of this section, the City Clerk shall forward a certified statement of the amount of such costs to the County Treasurer, to be levied upon the property and to be collected by the County Treasurer in the manner prescribed by the laws of the state.

(Code 2012, §§ 8-410--8-412)

5-3-11 Damages And Prosecution For Public Offense

The fact that the City has abated and removed a nuisance shall in no way excuse the party responsible therefor from any damages which may have resulted prior thereto. Neither shall the order of abatement prevent the Chief of Police or other person from filing a complaint where the nuisance constitutes a public offense. The Chief of Police may file complaint in each and every instance where the nuisance amounts to a public offense, and the person responsible therefor shall be prosecuted on such complaint. On determination of guilt, he shall be punishable as provided for punishment of public offenses.

(Code 2012, § 8-414)

5-3-12 Abatement Of Health Nuisances

1. *Order to abate*. Pursuant to authority granted by 63 O.S. § 1-1011, the Health Officer shall have authority to order the owner or occupant of any private premises in the City to remove from such premises, at his own expense, any source of filth, cause of sickness, condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease, or any other condition adversely affecting the public health, within 24 hours, or within such other time as may be reasonable, and a failure to do so shall constitute an offense. Such order shall be in writing and may be served personally on the owner or occupant of the premises,

or authorized agent thereof, by the Health Officer or by a police officer, or a copy thereof may be left at the last usual place of abode of the owner, occupant, or agent, if known and within the state. If the premises is unoccupied and the residence of the owner, occupant, or agent is unknown, or is without the state, the order may be served by posting a copy thereof on the premises, or by publication in at least one issue of a newspaper having a general circulation in the City.

2. *Failure to abate*. If there is not compliance with the order, the Health Officer may cause the order to be executed and complied with, and the cost thereof shall be certified to the City Clerk, and the cost of removing or abating the nuisance shall be added to the water bill or other City utility bill. The cost shall be treated as a part of such utility bill to which it is added, and shall become due and payable, and be subject to the same regulations relating to delinquency in payment as the utility bill itself. If the owner or occupant is not a user of any City utility service, the cost, after certification to the City Clerk, may be collected in any manner in which any other debt due the City may be collected.

(Code 2012, § 8-415)

5-3-13 Sanitary Facilities

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

   Human excrement means the bowel and kidney discharge of human beings.

   Sanitary pit privy means a privy which is built, rebuilt, or constructed so as to conform to the specifications approved by the State Health Department.

   Sanitary water means the flush-type toilet which is connected with a sanitary sewer line of such capacity and construction as to carry away the contents at all times.
2. *Facilities required*. Every owner of a residence or other building in which humans reside, are employed, or congregate within the City shall install, equip, and maintain adequate sanitary facilities for the disposal of human excrement by use of a sanitary water closet. The closets and toilets hereby required shall be of the sanitary water closet type when located within 200 feet of a sanitary sewer and accessible thereto, and of the sanitary water closet type (notwithstanding a greater distance from a sanitary sewer) or the water closet type emptying into a septic tank system. A septic tank system may be used in such cases only if it meets the standards of and is approved by the State Health Department.
3. *Use of facilities*. All human excrement disposed of within the City shall be disposed of by depositing it in closets of the type provided in this section. It is unlawful for any owner of property within the City to permit the disposal of human excrement thereon in any other manner, or for any person to dispose of human excrement within the City in any other manner.

4. *Nuisance declared; violation*. All facilities for the disposal of human excrement in a manner different from that required by this section, and all facilities so constructed, situated, or maintained as to endanger the public health, are hereby declared to be public nuisances, and may be dealt with and abated as such. Any person maintaining any such nuisance is guilty of an offense, and each day upon which any such nuisance continues is a separate offense.

(Code 2012, § 8-416; altered in 2023 recodification)

5-3-14 Procedures Cumulative

The various procedures for abating nuisances prescribed by this chapter and by other provisions of law and ordinance shall be cumulative to any other penalties or procedures authorized.

(Code 2012, § 8-417)

5-3-15 Violation; Penalty

Any person, firm or corporation who violates any of the provisions of this chapter or shall allow the premises occupied to become unsanitary, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punishable as provided in CCC 1-4-1.

(Code 2012, § 8-418; altered in 2023 recodification)

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Sanitary Sewer and Water Lines in Coweta Trails Subdivision - Coweta Trails II
Date: 10-07-2024

BACKGROUND

Coweta Trails Subdivision, a subdivision of approximately 3.42 acres, more or less, with one (1) lot, located in Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Coweta Trails Subdivision Final Plat was recommended to City Council for approval by the Coweta Planning Commission on the April 17, 2023.

Coweta Trails Subdivision Final Plat was approved by the Coweta City Council at the May 1, 2023, City Council meeting.

The relocation of the City of Coweta sanitary sewer and water lines are completed. A final engineering inspection of the infrastructure was conducted, and Staff received a letter from the Cowan Group Engineering recommending acceptance of the relocation of the sanitary sewer and water lines for public property. Staff have received the required Maintenance Bonds to satisfy the maintenance bonding requirements. Staff requests City Council accept the relocation of the sanitary sewer and water lines for public property in the Coweta Trails Subdivision. Upon acceptance, the two-year maintenance period will begin.

STAFF RECOMMENDATION

Staff, in accordance with the recommendation from the Cowan Group Engineering firm, recommend acceptance of the relocation of the sanitary sewer and water lines as public improvements as depicted on the Final Plat of Coweta Trails Subdivision.

ATTACHMENTS

1. Resolution No. 2024-41
2. Final Plat of Coweta Trails Subdivision.
3. Letter recommending acceptance – The Cowan Group
4. Sanitary Sewer and Water Bonds

RESOLUTION NO. 2024-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN SANITARY SEWER, AND WATER LINE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE COWETA TRAILS SUBDIVISION, LOCATED IN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Coweta's Subdivision Regulations have been constructed to serve The Coweta Trails Subdivision development within the City of Coweta, Oklahoma; and

WHEREAS, the design and construction of those on-site public improvements meet the requirements of the City of Coweta's Subdivision Regulations; and

WHEREAS, the City has received the two-year maintenance bonds required by the City of Coweta's Subdivision Regulations related to those on-site public improvements; and

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

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

Section 1. The relocation of the sanitary sewer and water line improvements, within existing easements, in The Coweta Trails Subdivision for Coweta Trails II are formally accepted by the City of Coweta as public infrastructure.

THIS RESOLUTION IS APPROVED IN OPEN MEETING BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ON THIS 7TH DAY OF OCTOBER 2024.

_____
Naomi Hogue, Mayor

ATTEST:

_____
Marcy Kilgore, City Clerk

Approved as to form:

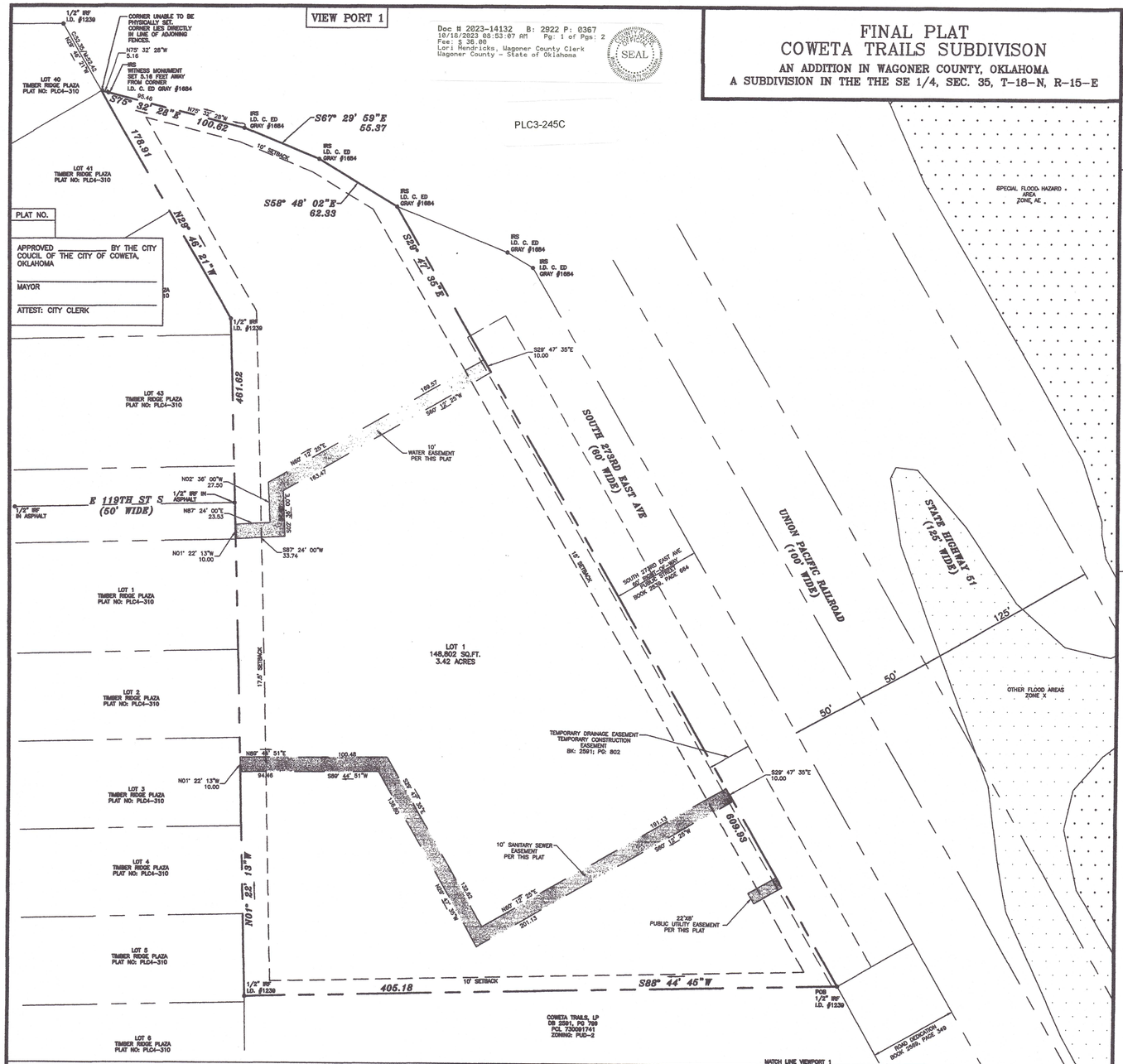
_____
Patrick Boulden, City Attorney

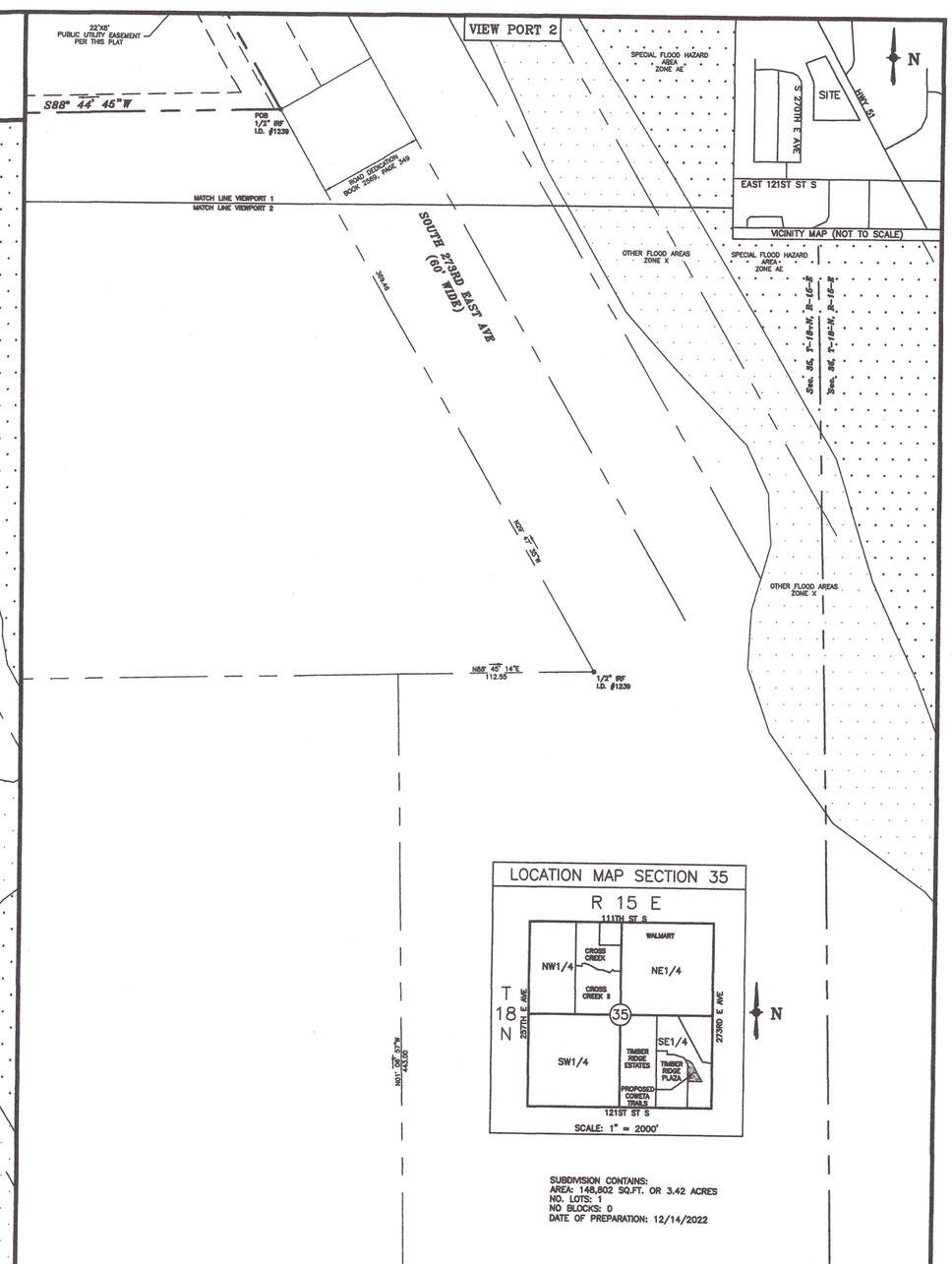
Doc # 2023-14132 B: 2922 P: 0367
10/16/2023 05:53:07 AM Pg: 1 of Pgs: 2
Fee: $ 36.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

FINAL PLAT
COWETA TRAILS SUBDIVISON

AN ADDITION IN WAGONER COUNTY, OKLAHOMA
A SUBDIVISION IN THE THE SE 1/4, SEC. 35, T-18-N, R-15-E

PLC3-245C





SUBDIVISION CONTAINS:
AREA: 148,802 SQ.FT. OR 3.42 ACRES
NO. LOTS: 1
NO BLOCKS: 0
DATE OF PREPARATION: 12/14/2022

NOTES:

1. THE PROPERTY AREA WAS DETERMINED BY THE COORDINATE COMPUTATION METHOD.

2. THE SUBJECT PROPERTY IS LOCATED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FLOOD LINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 40145C0260H, DATED: APRIL 17, 2012.

3. THE REFERENCE BEARING FOR THIS DRAWING IS BASED ON OKLAHOMA SPC. PROVIDED BY OPUS OBSERVATION BY GLOBAL POSITIONING SYSTEM. NAD 83 OKLAHOMA STATE PLANES, 3501 OK N ZONE, US FOOT.
COMBINED FACTOR=0.99992302
CONVERGENCE ANGLE=1.37296667
ELEVATIONS FOR THIS DRAWING ARE BASED ON NAVD88
HORIZONTAL AND VERTICAL CONTROL POINTS USED:

PID	DESIGNATION	LATITUDE	LONGITUDE	DISTANCE(m)
DH7119	ARFY FAYETTEVILLE CORS ARP	N360656.851	W0941048.135	135287.8
DE8101	OKTU TULSA CORS ARP	N361238.113	W0955115.782	29371.5
DE7174	OKTE TECUMSEH CORS ARP	N351536.669	W0965352.107	137342.2

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

OKLAHOMA S.P.C.
N
40 0 40

SYMBOLS LEGEND

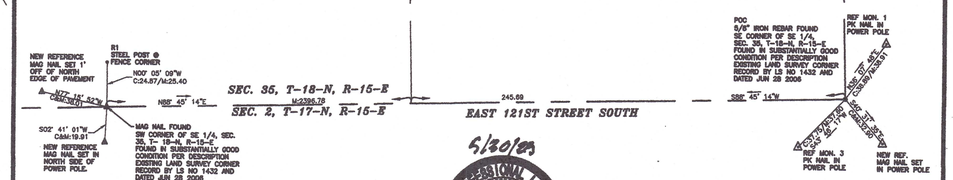
■	CONC. MONUMENT
● IRF	IRON REBAR FOUND
● IRS	5/8" CAPPED IRON REBAR SET
+ CMF	CHISELED MARK FOUND
+ CMS	CHISELED MARK SET
△ MAGF	MAGNETIC NAIL FOUND

LINE LEGEND

— — — —	EASEMENT LINE
————	PROPERTY LINE

STATE OF OKLAHOMA }
COUNTY OF WAGONER } SS
I, Lori Hendricks, WAGONER COUNTY CLERK, IN AND FOR THE COUNTY AND STATE OF OKLAHOMA ABOVE NAMED, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.
DATED THE 18 DAY OF October 2023
WAGONER COUNTY CLERK
Emily Philbott
DEPUTY

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLAHOMA



OWNER: CAPSTONE AT COWETA TRAILS II, LP. AN OKLAHOMA LIMITED PARTNERSHIP
ADDRESS: 3556 S. CULPEPPER CIRCLE, SUITE 4, SPRINGFIELD, MO 65804

5/30/23

REGISTERED LAND SURVEYOR C. ED GRAY 1684 OKLAHOMA

ED GRAY, RPLS
501 E CENTERTON BLVD
APT #1917
CENTERTON, AR 72719

SCALE: 1" = 40'
DATE: 1/19/2023
DRAWING FILE: COWETA II
DRAWN BY: CDR/JSL
JOB No. FINALPLAT
SHEET 1 OF 2

Doc # 2023-14132 B: 2922 P: 0368
10/18/2023 08:53:07 AM Pg: 2 of Pgs: 2
Fee: $ 36.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

IV. AMENDED DEVELOPMENT STANDARDS

THE FOLLOWING ARE THE AMENDED DEVELOPMENT STANDARDS:

NON-RESIDENTIAL DEVELOPMENT STANDARDS:

GROSS LAND AREA: 2,824,359 SF 64.838 AC
NET LAND AREA:2,824,359 SF 64.838 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE CG GENERAL COMMERCIAL DISTRICT PLUS COMMERCIAL HIGH-TECH OFFICE PARK A/K/A HIGH-TECH, INDUSTRIAL-COMMERCIAL USE AS PRESENTLY PERMITTED WITHIN PUD-02.

MAXIMUM FLOOR AREA RATIO: NO LIMITATION; GOVERNED BY SETBACKS AND MINIMUM OFF-STREET PARKING

MAXIMUM BUILDING FLOOR AREA: NO LIMITATION; GOVERNED BY SETBACKS AND MINIMUM OFF-STREET PARKING

PLC3-245C

MAXIMUM BUILDING HEIGHT: 45 FT OR 4 STORIES

MINIMUM LOT WIDTH: NO LIMITATION

MINIMUM STREET FRONTAGE: 30FT*

MINIMUM BUILDING SETBACKS:
FROM ARTERIAL STREET RIGHT-OF-WAY: 50FT**
FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 25FT**
FROM RESIDENTIAL BOUNDARIES: 50FT***
FROM ALL OTHER PUD PERIMETER BOUNDARIES: 17.5 FT***
FROM ALL OTHER BOUNDARIES: 0 FT

MINIMUM OFF-STREET PARKING MULTITENANT: 1 SPACE PER 225 SF BUILDING FLOOR AREA

MINIMUM OFF-STREET PARKING ALL OTHER USES: PER ZONING CODE FOR USE I OCCUPANCY ****

MAXIMUM OFF-STREET PARKING: NO LIMITATION

MINIMUM LOADING REQUIREMENTS: PER ZONING CODE FOR USE I OCCUPANCY ****

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CG DISTRICT

* ANY INTERIOR LOT HAVING NO STREET FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF COWETA DURING PLATTING REVIEW, AND ALL PRIVATE ACCESS DRIVES SHALL MEET ALL CITY OF COWETA REQUIREMENTS.
** WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET, THE SETBACK IS REDUCED TO 15 FEET.
*** BUILDINGS GREATER THAN 45 FEET IN HEIGHT SHALL BE SET BACK 45 FEET PLUS 1 FOOT FOR EACH 1 FOOT OF BUILDING HEIGHT EXCEEDING 45 FEET.
**** MINIMUM PARKING RATIOS AND DESIGN SPECIFICATIONS MAY BE MODIFIED BY THE COWETA PLANNING COMMISSION UPON APPROVAL OF A VOLUNTARY DETAILED SITE PLAN.

RESIDENTIAL DEVELOPMENT STANDARDS:

GROSS LAND AREA: 2,824,359 SF 64.838 AC
NET LAND AREA:2,824,359 SF64.838 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RM-1 DISTRICT, INCLUDING ONLY SINGLE-FAMILY DETACHED DWELLINGS, TOWNHOUSES, DUPLEXES, ZERO LOT LINE DWELLINGS, AND MULTIFAMILY AND ELDERLY RESIDENTIAL CARE FACILITIES; NEIGHBORHOOD COMMUNITY PLAYFIELDS AND PARKS INCLUDING CLUBHOUSES, POOLS, AND SIMILAR NEIGHBORHOOD AMENITIES; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN.

MINIMUM LOT WIDTH:
SINGLE-FAMILY DETACHED: 50FT
TOWNHOUSE: 35FT
DUPLEX: 70FT
ZERO LOT LINE: 50FT
MULTIFAMILY AND ELDERLY RESIDENTIAL CARE FACILITIES: 75FT

MINIMUM LOT FRONTAGE: 30FT

MINIMUM LOT AREA AND LAND AREA:
SINGLE-FAMILY DETACHED:5,000 SF
TOWNHOUSE:3,800 SF
DUPLEX:7,000 SF
ZERO LOT LINE:5,000 SF
MULTIFAMILY AND ELDERLY RESIDENTIAL CARE FACILITIES: 1,742.4 SF PERDU

MAXIMUM DWELLING UNITS PER ACRE:MULTIFAMILY: 25 DUS/AC; OTHER RES.: 8 DUS/AC

MAXIMUM BUILDING HEIGHT MULTIFAMILY:45 FT OR 4 STORIES

MAXIMUM BUILDING HEIGHT OTHER RESIDENTIAL:45 FT OR 4 STORIES

MINIMUM YARD SETBACKS DETACHED SINGLE-FAMILY: *
FRONT YARD: 20FT
REAR YARD: 15FT
SIDE YARD (INTERIOR): 5 FT
SIDE YARD ABUTTING A STREET: 10FT
ANY YARD WITHIN 35 FEET OF ARTERIAL STREET: 35 FT FROM ARTERIAL STREET RIGHT-OF-WAY

MINIMUM YARD SETBACKS TOWNHOUSE: *
FRONT YARD: 20FT
REAR YARD: 15FT
SIDE YARD (INTERIOR): 0 FT
SIDE YARD ABUTTING A STREET: 10FT
ANY YARD WITHIN 35 FEET OF ARTERIAL STREET: 35 FT FROM ARTERIAL STREET RIGHT-OF-WAY

MINIMUM YARD SETBACKS DUPLEX:*
FRONT YARD: 20FT
REAR YARD: 15FT
SIDE YARD (INTERIOR): 5 FT
SIDE YARD ABUTTING A STREET: 15FT
ANY YARD WITHIN 35 FEET OF ARTERIAL STREET: 35 FT FROM ARTERIAL STREET RIGHT-OF-WAY

MINIMUM YARD SETBACKS ZERO LOT LINE: *
FRONT YARD: 20FT
REAR YARD: 15FT
SIDE YARD (INTERIOR): 0 FT & 10FT
SIDE YARD ABUTTING A STREET: 10FT
ANY YARD WITHIN 35 FEET OF ARTERIAL STREET: 35 FT FROM ARTERIAL STREET RIGHT-OF-WAY

MINIMUM YARD SETBACKS ZERO LOT LINE: *
FRONT YARD:20FT
REAR YARD:15FT
SIDE YARD (INTERIOR):0 FT & 10FT
SIDE YARD ABUTTING A STREET:10FT
ANY YARD WITHIN 35 FEET OF ARTERIAL STREET:35 FT FROM ARTERIAL STREET RIGHT-OF-WAY

MINIMUM YARD SETBACKS MULTIFAMILY AND ELDERLY RESIDENTIAL CARE FACILITIES:*
FRONT YARD ABUTTING ARTERIAL STREET: 35FT
FRONT YARD ABUTTING NON-ARTERIAL STREET: 15FT
ANY OTHER YARD ABUTTING ARTERIAL STREET: 15FT
ANY OTHER YARD ABUTTING NON-ARTERIAL STREET: 10FT
REAR YARD: 17.5 FT
SIDE YARD NOT ABUTTING A STREET: 10FT

MINIMUM OFF-STREET PARKING:AS REQUIRED BY ZONING CODE FOR DWELLING TYPE

MINIMUM LOADING REQUIREMENTS:NONE REQUIRED

OTHER BULK AND AREA REQUIREMENTS:AS REQUIRED WITHIN THE RM-1 DISTRICT

* ALL STREET SETBACKS ARE MEASURED FROM THE PLANNED ULTIMATE RIGHT-OF-WAY LINE AS FOLLOWS: MEASURED FROM THE CENTERLINE OF THE ABUTTING STREET, ADD THE PROVIDED SETBACKS TO 1/2 OF THE RIGHT-OF-WAY DESIGNATED ON THE COWETA MAJOR STREET AND HIGHWAY PLAN. IF NOT DESIGNATED, ADD TO OF THE ULTIMATE FRONTAGE/COLLECTOR STREET RIGHT-OF-WAY, OR 25 FT FOR ALL OTHER STREETS WITHIN OR ADJOINING THE PUD.

ACCESS AND CIRCULATION: INITIAL PLANS FOR ACCESS, TRAFFIC CIRCULATION AND PARKING AREAS ARE DEPICTED ON EXHIBIT A. AS SHOWN, A FRONTAGE/COLLECTOR STREET WILL PARALLEL THE RAILROAD TRACKS TO THE WEST. THE FIRST PART OF THE FRONTAGE/COLLECTOR ROAD HAS ALREADY BEEN CONSTRUCTED IN 2021 TO SERVE THE COWETA TRAILS SENIOR LIVING DEVELOPMENT, AS A 3-LANE WITH CENTER TURN LANE, 36'-WIDE ROADWAY (BETWEEN CURB FACES) WITHIN A 60'-WIDE RIGHT-OF-WAY. THE FRONTAGE/COLLECTOR ROAD IS NOT DESIGNATED ON ANY MAJOR STREET PLAN MAP, INCLUDING THE COWETA MAJOR STREET AND HIGHWAY PLAN MAP (FIGURE 5), THE REGIONAL TRANSPORTATION PLAN MAP FIGURE 02 OF COMPREHENSIVE PLAN 2020- 2030, OR THE TULSA METROPOLITAN AREA MAJOR STREET AND HIGHWAY PLAN MAP. FURTHER, IT IS NOT SPECIFICALLY MENTIONED IN TRANSPORTATION CHAPTER 19 OF THE COWETA COMPREHENSIVE PLAN 2020 - 2030. SINCE TRAFFIC VOLUMES AND QUEUEING REQUIREMENTS DIMINISH WITH DISTANCE FROM THE INTERSECTION, AND AS THERE IS NO POSSIBILITY OF EASTBOUND TURNING MOVEMENTS DUE TO THE RAILROAD, IT IS ANTICIPATED THE FRONTAGE/COLLECTOR ROAD WILL BE CONTINUED NORTH WITH 30' PAVING AND 50' RIGHT-OF-WAY GEOMETRICS.

WHILE THE FRONTAGE/COLLECTOR STREET SHALL BE PUBLIC, OTHER STREETS WITHIN THE DEVELOPMENT WILL HAVE THE OPTION TO BE PRIVATE, GATED STREETS, PER THIS PUD. ANY PRIVATE STREETS SHALL BE MAINTAINED BY A MANDATORY PROPERTY OWNERS' ASSOCIATION. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF COWETA FOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF COWETA MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS INCLUDING, BUT NOT LIMITED TO, ALTERNATIVE DESIGNS FOR THE FRONTAGE/COLLECTOR STREET.

ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF COWETA. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF COWETA AND BE APPROVED BY THE COWETA FIRE MARSHAL.

FOR NONRESIDENTIAL AND MULTIFAMILY DEVELOPMENT, OFF-STREET PARKING AND LOADING REQUIREMENTS, INCLUDING MINIMUM PARKING RATIOS AND DESIGN SPECIFICATIONS, MAY BE MODIFIED BY THE COWETA PLANNING COMMISSION UPON APPROVAL OF A VOLUNTARY DETAILED SITE PLAN.

THE FRONTAGE/COLLECTOR STREET MAY BE EXTENDED TO INDIVIDUAL DEVELOPMENT TRACTS, PROVIDED THAT SECONDARY ACCESS MUST BE PROVIDED TO EACH TRACT AS REQUIRED BY THE COWETA FIRE MARSHAL.

UPON SITE PLAN REVIEW, EMERGENCY-ACCESS-ONLY GATES ('CRASH GATES') SHALL BE INSTALLED AT EXISTING STUB STREETS IF REQUIRED BY THE CITY OF COWETA AND ALLOWED BY THE FIRE MARSHAL.

DUE TO THE DESIRE TO PRESERVE NATURAL GRADES AND TREED AREAS TO THE EXTENT POSSIBLE, RESIDENTIAL AND NONRESIDENTIAL STREET GRADES, INCLUDING COLLECTOR AND LOCAL, MINOR STREETS, SHALL BE PERMITTED UP TO 11%.

PLATTING AND SITE PLAN REQUIREMENTS: NO BUILDING PERMIT SHALL BE ISSUED FOR ANY DEVELOPMENT TRACT UNTIL A SUBDIVISION PLAT FOR SAID TRACT HAS BEEN SUBMITTED TO AND APPROVED BY BOTH THE COWETA PLANNING COMMISSION AND THE COUNCIL OF THE CITY OF COWETA, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF COWETA SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL DETACHED OR ATTACHED SINGLE-FAMILY OR DUPLEX RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

SITE DEVELOPMENT TRACTS MAY BE SPLIT AND CONVEYED IN ACCORDANCE WITH THE MINOR SUBDIVISION (OR 'LOT-SPLIT') PROVISIONS OF THE CITY OF COWETA SUBDIVISION REGULATIONS, PROVIDED THAT NOT MORE THAN THREE (3) SPLIT TRACTS MAY RESULT FROM THE MINOR SUBDIVISION PROCESS AT ANY ONE TIME, THE REMAINDER DEED OR SPLITS ARE NOT COUNTED AGAINST THE 3 ALLOWABLE SPLITS. UPON CONVEYANCE OF A SPLIT TRACT CREATED BY THE MINOR SUBDIVISION PROCESS, THE SPLIT TRACT SHALL BE SUBJECT TO THE PLATTING REQUIREMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT. UPON PLATTING SUCH TRACT, IT SHALL NO LONGER COUNT AGAINST THE MINOR SUBDIVISION MAXIMUM OF 3 LOTS AT ANY ONE TIME. THE REMAINDER TRACT SHALL NOT BE INCLUDED IN THE MAXIMUM TRACT COUNT, REGARDLESS OF SIZE, UNTIL THE FINAL REMAINDER TRACT IS PLATTED AND DEVELOPED. THIS PROVISION SHALL NOT EXTEND TO ANY TRACT AFTER THE PLATTING OF SUCH TRACT. ALL LOTS ARE REQUIRED TO BE PLATTED.

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY DEVELOPMENT TRACT WITHIN THE PUD, A SITE PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF COWETA AS BEING IN CONFORMANCE WITH THE PUD DEVELOPMENT STANDARDS. NOTWITHSTANDING THE ABOVE, THE TRACT OWNER MAY VOLUNTARILY SUBMIT A SITE PLAN FOR REVIEW AND APPROVAL BY THE CITY OF COWETA PLANNING COMMISSION, WHICH SHALL THEREUPON HAVE THE AUTHORITY TO GRANT MINOR MODIFICATIONS TO PUD DEVELOPMENT STANDARDS AS SPECIFICALLY OUTLINED HEREIN.

SITE DEVELOPMENT TRACTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE APPROPRIATE NONRESIDENTIAL OR RESIDENTIAL DEVELOPMENT STANDARDS, EXCEPT IN CASES OF A VERTICALLY-MIXED USE DEVELOPMENT, WHICH SHALL BE CONSTRUCTED ACCORDING TO THE DEVELOPMENT STANDARDS FOR NONRESIDENTIAL DEVELOPMENTS. IF THE USE OF RESIDENTIAL DEVELOPMENT STANDARDS OR ANY SPECIFIC SUCH STANDARD IS DESIRED, OR IN THE EVENT OF ANY DISCREPANCIES, THESE MAY BE RESOLVED UPON PLANNING COMMISSION APPROVAL OF A VOLUNTARY DETAILED SITE PLAN.

NONRESIDENTIAL DEVELOPMENT ADJOINING EXISTING RESIDENTIAL SHALL INSTALL AND MAINTAIN A LANDSCAPED BUFFER AT LEAST 17.5 FEET IN WIDTH ALONG THE SHARED BOUNDARY, WHICH BUFFER SHALL CONTAIN AT LEAST ONE (1) LANDSCAPE TREE PER EACH 1,500 SQUARE FEET OF ZONING SETBACK AREA AS PROVIDED HEREIN. THE SITE DEVELOPER SHALL MAKE ALL EFFORTS TO PRESERVE EXISTING TREES AND ONLY REMOVE AND REPLACE WITH THE REQUIRED LANDSCAPE BUFFER TREES IF NECESSARY.

MIXED-USE DEVELOPMENT: BUILDINGS CONTAINING BOTH RESIDENTIAL AND NONRESIDENTIAL PRINCIPAL USES SHALL BE DEVELOPED ACCORDING TO THE NONRESIDENTIAL DEVELOPMENT STANDARDS, EXCEPT ANY LOT CONTAINING A DWELLING UNIT SHALL MAINTAIN A MINIMUM OF 30 FEET OF FRONTAGE ON A PUBLIC OR PRIVATE STREET OR DEDICATED RIGHT-OF-WAY. SUCH VERTICALLY MIXED-USE BUILDINGS SHALL BE PROVIDED AND MAINTAIN IN AGGREGATE PARKING IN NUMBER AS CALCULATED SEPARATELY BY USE TYPE AND CATEGORY. SHOULD NONRESIDENTIAL BUILDING FLOOR AREA BE RESTRICTED WITHIN THE PUD, NEITHER STRUCTURED PARKING NOR THE FLOOR AREA OF ANY RESIDENTIAL USE COMPONENT OF A MIXED-USE BUILDING SHALL BE COUNTED AGAINST THE MAXIMUM.

ARCHITECTURAL REVIEW: AN ARCHITECTURAL REVIEW COMMITTEE (ARC) WILL BE FORMED. THE ARC WILL REVIEW SITE, LANDSCAPE, DRAINAGE, AND ARCHITECTURAL AND BUILDING PLANS AND THE SELECTION OF ARCHITECTURAL BUILDING MATERIALS. THE APPROVAL OF THE ARC OF SUCH PLAN SHALL BE REQUIRED PRIOR TO THE SUBMISSION TO THE CITY OF AN APPLICATION FOR THE ISSUANCE OF A BUILDING PERMIT. THE ARCHITECTURAL REVIEW REQUIREMENT IS TO BE ESTABLISHED AS A PRIVATE RESTRICTION SET FORTH WITHIN A RECORDED INSTRUMENT AND IS AN IMPORTANT FACTOR IN ACHIEVING A QUALITY DEVELOPMENT AS ORIGINALLY INTENDED.

THE BUILDING ELEVATIONS FOR DWELLING UNITS, OFFICES, AND BUSINESSES WILL BE DESIGNED TO EXPRESS INDIVIDUALITY WITHIN A DEVELOPMENT AREA WHILE SIMULTANEOUSLY MAINTAINING THE OVERALL CHARACTER OF THE COMMUNITY. ATTENTION TO ALL ASPECTS OF THE BUILDING DESIGNS WILL BE GIVEN TO CREATE THE INDIVIDUALITY DESIRED. EXAMPLES OF BUILDING ELEMENTS TO BE STUDIED INCLUDE ROOFS, WALLS, OPENINGS, FOUNDATIONS, CHIMNEY MATERIALS, PLAZAS, AND DECKS. EVEN THOUGH BUILDING APPEARANCES WILL VARY THROUGHOUT THE DEVELOPMENT, CONTINUITY WILL BE PROVIDED THROUGH THE UTILIZATION OF ADDITIONAL ARCHITECTURAL AND NON-ARCHITECTURAL ELEMENTS SUCH AS LIGHTING, SIGNAGE, PAVING, HARDSCAPE, AND LANDSCAPE PLAN MATERIAL.

THE ARC WILL BE DESIGNATED BY ROLAND INVESTMENTS, LTD., ITS SUCCESSORS OR ASSIGNS, AS THE ARC AS DESCRIBED HEREIN.

SCHEDULE OF DEVELOPMENT: WHILE THE ORIGINAL PUD-02 HAS INCLUDED THREE (3) PREVIOUS DEVELOPMENTS THUS FAR, DEVELOPMENT OF THE REMAINING PUD SITE IS EXPECTED TO COMMENCE AS MARKET CONDITIONS PERMIT. ALL DEVELOPMENT WILL BE COORDINATED WITH THE CITY OF COWETA IN ORDER TO PROVIDE ADEQUATE TRAFFIC CIRCULATION AND UTILITY SERVICE.

LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, IN THE CITY OF COWETA, COUNTY OF WAGONER AND STATE OF OKLAHOMA AND BEING KNOWN AS LAND CONVEYED TO CAPSTONE AT COWETA TRAILS, LP BY DEED RECORDED IN DOCUMENT #2022-15400 IN THE WAGONER COUNTY CLERKS OFFICE AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND 5/8" IRON REBAR FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4, SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST; THENCE SOUTH 88°45'14" WEST A DISTANCE OF 245.69 FEET; THENCE NORTH 01°06'57" WEST A DISTANCE OF 443.00 FEET TO A POINT LYING IN A SOUTHERLY LINE OF LAND CONVEYED TO COWETA TRAILS, LP BY DEED RECORDED IN DEED BOOK 2591, PAGE 799 RECORDED IN THE WAGONER COUNTY CLERK'S OFFICE; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°45'14" EAST A DISTANCE OF 112.55 FEET TO A 1/2" IRON REBAR, I.D. #1239, AT A SOUTHEASTERLY CORNER THEREOF SAID CORNER LYING IN A SOUTHWESTERLY RIGHT-OF-WAY OF SOUTH 273RD EAST AVENUE (60' WIDE); THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY NORTH 29°47'35" EAST A DISTANCE OF 369.46 FEET TO A 1/2" IRON REBAR FOUND, I.D. #1239 AT A NORTHEASTERLY CORNER OF LAND SO CONVEYED TO COWETA TRAILS, LP AND BEING THE POINT OF BEGINNING OF THE PREMISES HEREIN INTENDED TO BE DESCRIBED;

THENCE ALONG SAID NORTHERLY LINE SOUTH 88°44'45" WEST A DISTANCE OF 405.18 FEET TO A 1/2" IRON REBAR, I.D. #1239, LYING IN AN EASTERLY LINE OF LOT 5 OF THE TIMBER RIDGE PLAZA RECORDED BY PLAT IN PLAT NUMBER PLC4-310 IN THE WAGONER COUNTY CLERK'S OFFICE; THENCE ALONG SAID EASTERLY LINE OF SAID SUBDIVISION NORTH 01°22'13" WEST A DISTANCE OF 461.62 FEET TO A 1/2" IRON REBAR, I.D. #1239, FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF LOT 42 OF SAID SUBDIVISION; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 29°46'21" WEST A DISTANCE OF 178.91 FEET TO A CAPPED 5/8" IRON REBAR SET, I.D. C. ED GRAY #1684; THENCE SOUTH 75°32'28" EAST A DISTANCE OF 100.62 FEET TO A CAPPED 5/8" IRON REBAR SET, I.D. C. ED GRAY #1684 AT AN ANGLE POINT THEREIN; THENCE SOUTH 67°29'59" EAST A DISTANCE OF 55.37 FEET TO A CAPPED 5/8" IRON REBAR SET, I.D. C. ED GRAY #1684 AT AN ANGLE POINT THEREIN; THENCE SOUTH 58°48'02" EAST A DISTANCE OF 62.33 FEET TO A CAPPED 5/8" IRON REBAR SET, I.D. C. ED GRAY #1684 LYING IN THE EXTENDED SAID SOUTHWESTERLY RIGHT-OF-WAY SOUTH 273RD EAST AVENUE; THENCE ALONG SAID EXTENDED SOUTHWESTERLY RIGHT-OF-WAY SOUTH 29°47'35" EAST A DISTANCE OF 609.93 FEET TO THE PLACE OF BEGINNING CONTAINING 148,802 SQ. FT. OR 3.42 ACRES (MORE OR LESS) OF LAND.

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED CAPSTONE AT COWETA TRAILS II, LP, AN OKLAHOMA CORPORATION, DOES HEREBY CERTIFY THAT IS THE RECORD OWNER OF THE LAND SHOWN ON THE PLAT OF ***COWETA TRAILS SUBDIVISION***, COWETA, OKLAHOMA AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH CONSENT, AND THAT IT HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS SHOWN WHICH ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND RIGHTS-OF-WAY, AND TRANSPORTATION ACCESS, AND THAT IT HEREBY GUARANTEES A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM ITSELF AND ITS SUCCESSORS, HEIRS OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE AND EXECUTED THIS INSTRUMENT IN ACCORDANCE WITH THE REQUIREMENTS OF FINAL PLATS OF THE CITY OF COWETA, OKLAHMA THIS 5 DAY OF June, 2023

CAPSTONE AT COWETA TRAILS II, LP,
AN OKLAHOMA ~~CORPORATION~~ LIMITED PARTNERSHIP
BY: Ryan Hamilton
~~MEMBER-MANAGER~~ Manager of its General Partner

STATE OF Missouri
COUNTY OF Greene

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 6 DAY OF June 2023 BY J. Ryan Hamilton AS Manager of its OF CAPSTONE AT COWETA TRAILS II, LP, AN OKLAHOMA ~~CORPORATION~~ LIMITED PARTNERSHIP General Partner

Ashlee Dueker
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 18, 2026

ASHLEE DUEKER
Notary Public - Notary Seal
Greene County - State of Missouri
Commission Number 22564004
My Commission Expires May 18, 2026

CERTIFICATE OF SURVEY

I, C. ED GRAY, A REGISTER LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "COWETA TRAILS SUBDIVISION", A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICE AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS OF PRACTICE OF LAND SURVEYING.

C. ED GRAY, RLS #1684

REGISTERED PROFESSIONAL LAND SURVEYOR
C. ED GRAY 1684
OKLAHOMA
5/30/23

STATE OF Arkansas
COUNTY OF Benton

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 30th DAY OF May 2023, BY C. ED. GRAY, RLS #1684.

Lisa Morris
NOTARY PUBLIC
MY COMMISSION EXPIRES: Mar. 3, 2025
12402769

LISA MORRIS
MY COMMISSION # 12402769
EXPIRES: March 3, 2025
Benton County

CITY OF COWETA PLANNING COMMISSION

THE UNDERSIGNED CHAIRMAN OF THE CITY OF COWETA PLANNING COMMISSION DOES HEREBY CERTIFY THAT THE PLANNING COMMISSION DULY APPROVED THE PLAT OF "COWETA TRAILS SUBDIVISION".

PLANNING COMMISSION CHAIRMAN — APPROVED DATE 9/11/23

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL.

MAYOR/VICE MAYOR — APPROVED DATE May 1, 2023

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

CITY CLERK

CITY OF COWETA SEAL

CERTIFICATE OF WAGONER COUNTY TREASURER

I DO HERE BOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR OF 2022 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "COWETA TRAILS SUBDIVISION"

BY:
WAGONER COUNTY TREASURER

SEAL WAGONER COUNTY, OKLA.

WAGONER COUNTY CLERK

I Lori Hendricks, WAGONER COUNTY CLERK, IN AND FOR THE COUNTY AND STATE OF OKLAHOMA ABOVE NAMED, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "COWETA TRAILS SUBDIVISION" HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

DATED THE 18 DAY OF October, 2023
WAGONER COUNTY CLERK
Lori Hendricks
DEPUTY

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLA.

ED GRAY, RPLS
501 E CENTERTON BLVD
APT #1917
CENTERTON, AR 72719

TEXT DATE: 5/19/2023	DRAWING FILE: COWETA II DRAWN BY: COR/JSL	JOB No. FINALPLAT SHEET 2 OF 2

September 13, 2024

Carolyn Back
Community Development Director
City of Coweta
PO Box 850
Coweta, OK 74429

RE: Coweta Trails II
Utility Construction
Coweta, Oklahoma

Dear Ms. Back:

CGE has completed its inspection of the Water & Sewer Construction for the subject project.

Please accept this letter as a formal recommendation of approval for all utility infrastructure per the approved plans and City of Coweta's Regulations and Ordinances.

Thanks for your attention and should you have any questions please contact the undersigned.

Sincerely,

Cowan Group Engineering, LLC

Cainan Anthony, P.E.

CRA/cra

MERCHANTS BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498 DES MOINES, IOWA 50306
PHONE: (800)678-8171 FAX: (515)243-3854

PUBLIC IMPROVEMENT MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 100423206

That Hamilton Builders Contracting, LLC

_____ of Springfield, MO

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto City of Coweta, Oklahoma

in the penal sum of One Hundred Forty Three Thousand Dollars and No/100 ($143,000.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 23 day of September, 2024.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the Coweta Trails - Water and Sewer Main

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in certain items of said work within a period of 2 years from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said items of work, within the period of 2 years from the date of acceptance of the work, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all requirements with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Hamilton Builders Contracting, LLC
Principal

By _____

Approved _____

By _____

Merchants National Bonding, Inc.

By Christy M. Long
Christy M. Long, Attorney-In-Fact

MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003

CON 0765 (8/2020)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Gibbs; Brian A Boyd; Brittni Fisher; Carolyn Hunter; Christy M Long; J Alan Rogers; Julie Scudder; Kevin Bruick; Landon Fisher; Matthew Perry; Mike Halter; Miki J Rogers; Porshau G Alexander; Robin L Pennington

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23 day of September 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

CITY OF Coweta
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: McKay Hale, Assistant City Manager
Re: Supplemental Appropriations
Date: October 7, 2024

BACKGROUND

The City has projects that were encumbered in Fiscal Year 2023-2024 that were not completed by June 30, 2024. Under the provisions of the Oklahoma Municipal Budget Act, 11 O.S. § 17-201 through § 17-218, the City may lapse unexpended appropriations at fiscal year-end and reapprove outstanding purchase orders and contract commitments in the immediately following fiscal year.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2024-38.

ATTACHMENTS:

Resolution 2024-38

CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025.

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

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

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

SEE ATTACHED EXHIBIT A

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS 7TH DAY OF OCTOBER 2024.

_____
Naomi Hogue, Mayor

Approved as to form:

_____
Patrick Boulden, City Attorney

ATTEST:

_____
Marcy Kilgore, City Clerk

RESOLUTION 2024-38 - EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	PURCHASE ORDER
General Fund							
	01-5305.001	Travel & Training	95.00	New Officials Institute	Fund Balance	95.00	24-1500
	01-5102.002	Office Supplies	430.00	Toner	Fund Balance	430.00	24-2356
	01-5325.003	Contracted Services	1,000.00	IT Serviecs	Fund Balance	1,000.00	24-2099
	01-5204.007	Minor Tools & Equipment	59.00	Evidence Bags	Fund Balance	59.00	24-1931
	01-5312.007	Surety Bonds/Notary	38.00	Notary Stamp	Fund Balance	38.00	24-2039
	01-5113.009	Pre-Employment Checks	500.00	Pension Physical	Fund Balance	500.00	24-2341
	01-5204.009	Minor Tools & Equipment	774.00	Helmets	Fund Balance	774.00	24-2197
	01-5204.009	Minor Tools & Equipment	4,753.00	Structural Boots	Fund Balance	4,753.00	24-2198
	01-5204.009	Minor Tools & Equipment	431.00	Adapters	Fund Balance	431.00	24-2093
	01-5204.009	Minor Tools & Equipment	351.00	Tool Mount Holders	Fund Balance	351.00	24-0657
	01-5204.009	Minor Tools & Equipment	231.00	Radio Belt Clips	Fund Balance	231.00	24-2117
	01-5204.009	Minor Tools & Equipment	384.00	Helmets	Fund Balance	384.00	24-2251
	01-5208.009	Uniforms	1,495.00	Structural Boots	Fund Balance	1,495.00	24-0029
	01-5208.009	Uniforms	2,200.00	Uniforms	Fund Balance	2,200.00	24-2194
	01-5309.009	Maintenance-Facilities	1,500.00	Installation of Door	Fund Balance	1,500.00	24-2204
	01-5310.009	Maintenance-Vehicles & Equip	9,096.00	Brush Truck Repairs	Fund Balance	9,096.00	24-2320
	01-5204.014	Minor Tools & Equipment	266.00	Tools	Fund Balance	266.00	24-2182
	01-5204.020	Minor Tools & Equipment	124.00	Hard Hats	Fund Balance	124.00	24-2347
	01-5204.020	Minor Tools & Equipment	150.00	Paddle Kit	Fund Balance	150.00	24-1318
	01-5209.020	Repair Parts & Supplies	64.00	Electrical Wire	Fund Balance	64.00	24-2347
	01-5325.020	Contracted Services	2,438.00	IT Serviecs	Fund Balance	2,438.00	24-2099
		Total General Fund	**26,379.00**			**26,379.00**	
Library Fund	05-5218.080	Library Books	65.00	Library Books	Fund Balance	65.00	24-1764 24-2138
		Total Streets & Alley Fund	65.00			**65.00**	
Capital Impr Fund	12-5404.007	Machinery & Equip	57,875.00	Police Vehicle Equipment	Fund Balance	57,875.00	24-0636
	12-5404.007	Machinery & Equip	4,448.00	Police Vehicle Radios	Fund Balance	4,448.00	24-1785
	12-5404.009	Machinery & Equip	30,234.00	Hose	Fund Balance	30,234.00	24-1254
	12-5404.010	Machinery & Equip	26,603.00	Storm Sirens	Fund Balance	26,603.00	24-1837
	12-5405.014	Buildings & Impr	10,335.00	Portable Bldg	Fund Balance	10,335.00	24-2307
	12-5403.015	Vehicles	46,737.00	2024 Chevy 3500 Pickup	Fund Balance	46,737.00	24-0009
	12-5411.015	Infrastructure	3,254.00	2023 Road Maintenance	Fund Balance	3,254.00	24-0097
	12-5411.015	Infrastructure	2,000.00	Pecan Sidewalk Project	Fund Balance	2,000.00	
	12-5401.020	Computer Equipment/Services	25,320.00	ERP System	Fund Balance	25,320.00	21-0117
	12-5425.034	Contracted Services	23,334.00	Grant Administration	Fund Balance	23,334.00	22-1859
		Total Capital Improvement Fund	230,140.00			**230,140.00**	
E-911 Fund	18-5305.087	Travel & Training	1,405.00	Dispatcher Training	Fund Balance	1,405.00	23-1726
		Total E-911 Fund	1,405.00			**1,405.00**	
Grants Fund	20-5404.009	Machinery & Equipment	6,000.00	Equipment for Mobile Fire Quarters	Fund Balance (ARPA Funds)	6,000.00	24-2126
	20-5411-033	Infrastructure	7,050.00	Skyview Tower Project	Fund Balance	7,050.00	24-1716
	20-5406.009	Land	801,957.00	Land for Fire Stn No 1	Federal ARPA Grant	801,957.00	24-2359
		Total Grants Fund	815,007.00			**815,007.00**	
		TOTAL ALL GOVERNMENTAL FUNDS	1,072,996.00			**1,072,996.00**	

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

Memorandum

To: Honorable Mayor and City Council
From: McKay Hale, Assistant City Manager
Re: Supplemental Appropriations for Governmental Funds
Date: September 27, 2024

BACKGROUND

The City has received various grants and agreements that require the following appropriations including:

- An appropriation of $12,500 is needed for an agreement with the Indian Nations Council of Governments (INCOG). INCOG has committed $12,500 towards the Regional Bicycle and Pedestrian Master Plan, known as the "GO Plan." This agreement ensures the necessary participation in the GO Plan, with the City matching the $12,500 from its General Fund balance.
- An appropriation of $14,444 is needed within the Rural Fire Fund for an award received from the State Rural Community Fire Protection Program. The award requires the City to participate in an 80/20 cost-sharing agreement, with $11,544.50 coming from grant revenue and the City's portion being committed from the Rural Fire Fund balance.

STAFF RECOMMENDATION
Staff recommends approval of supplemental appropriations per Resolution 2024-40.

ATTACHMENTS:
Resolution 2024-40

CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025.

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

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

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

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

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

Fund	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	REVENUE AMOUNT	REVENUE ACCOUNT
General Fund	01-5325.011	Contracted Services	$ 12,500	Bicycle/Pedestrian Master Plan Project	Fund Balance	$ 12,500		
		Total General Fund	**$ 12,500**			**$ 12,500**	**$ -**	
Rural Fire	13-5404-095	Machinery & Equipment	$ 14,444	Fire fighting Equipment/Station Improvements	Grant Revenue		$ 11,545	13-04.03.20
					Fund Balance	$ 2,900		
		Total Rural Fire Fund	**$ 14,444**			**$ 2,900**	**$ 11,545**	

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 7TH DAY OF OCTOBER 2024.

_____
Naomi Hogue, Mayor

Approved as to form:

_____
Patrick Boulden, City Attorney

ATTEST:

_____
Marcy Kilgore, City Clerk