



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

**AGENDA - SPECIAL MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, DECEMBER 16, 2024 5:00 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 ____ Joe Cash ____ Harold Chance ____ Randy Woodward ____ Caroline Martin ____

IV. 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. INCOG REPRESENTATION

Approval of the reappointment of Mayor Naomi Hogue as the City's Representative to the INCOG Board of Directors and the INCOG General Assembly and City Manager Julie Casteen as Coweta's Alternate Representative for both bodies.

Julie Casteen, City Manager

2. REPAIR OF POLICE UNIT 24-7459

Approval of the collision repairs for Police unit 24-7459 at an approximate cost of \$16,356.35, partially funded by insurance claim proceeds of \$15,856.35.

Julie Casteen, City Manager

V. CONSIDER ITEMS REMOVED FROM CONSENT

VI. ADMINISTRATION

1. TAX INCENTIVE AGREEMENT

Discuss and consider action related to a certain tax incentive agreement for Sports Page, LLC

and the Coweta Industrial Development Authority.

Julie Casteen, City Manager

2. RESOLUTION 2024-48 PROPERTY DONATION

A resolution of the City Council of the City of Coweta, Oklahoma; accepting a donation of real property from Hiway 51 Group, an Oklahoma Partnership, described as "Reserve 'A'" in the recorded plat of the "Amended Coweta 51 Addition" to the City of Coweta, Wagoner County, Oklahoma, for continued use as a stormwater reserve and for future 111th Street right-of-way.

Julie Casteen, City Manager

3. BID AWARD - 111TH STREET DRAINAGE IMPROVEMENTS

Discuss and consider action to award a bid to Cook Consulting, LLC, the lowest responsible bidder, in the amount of \$58,487.00 for drainage improvements at 111th Street South and 273rd East Avenue and direction to the City Manager to execute all necessary documents related to the project.

Julie Casteen, City Manager

4. WATERLINE AGREEMENT, IHS PROJECT OK 24-Y49

Discuss and consider approval of a Memorandum of Agreement among the United States of America, the Muscogee (Creek) Nation, and the City of Coweta for the funding of improvements to the community water system.

Julie Casteen, City Manager

5. RESOLUTION 2024-49 2025 CITY COUNCIL ELECTION

A resolution of the City Council of the City of Coweta, Oklahoma providing notice of an election, pursuant to Title 26 Oklahoma Statutes, Section 13 102, notifying the Wagoner County Election Board of a nonpartisan election to be held, if needed, in the City of Coweta, Oklahoma, on Tuesday, April 1, 2025, for the offices of three (3) City Council positions, two (2) representing City Council Wards three (3) and four (4) and one (1) representing the city At-Large; and providing for severability.

Julie Casteen, City Manager

6. RESOLUTION 2024-50 REGARDING BUDGET AMENDMENTS

Discuss and consider approval on the adoption of Resolution 2024-50, 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.

Julie Casteen, City Manager

VII. ADJOURNMENT

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



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **REPAIR OF POLICE UNIT 24-7459**
Date: December 16, 2024

BACKGROUND

Police unit 24-7459 was damaged during pursuit of a suspect involved in a hit-and-run. A claim was filed with OMAG, with the initial claim being paid for \$11,144.85. Upon closer inspection of the vehicle, additional hidden damage was discovered. The claim will be reopened with OMAG to request additional payment for the hidden damage.

STAFF RECOMMENDATION

Staff recommends approval to repair the damage to Police unit 24-7459 at an approximate cost of \$16,356.35.

ATTACHMENTS

1. 24-7459 Durango with supplement total

Classic Paint and Body
11086 S. 265th E. Ave.
Broken Arrow, OK 74014

Invoice

Date	Invoice #
11/29/2024	054314

Bill To
Coweta Police Dept 918-486-2121

Vehicle Description	VIN	Claim Number
2024 Dodge Durango	1C4SDJFT3RC147459	

Item	Quantity	Description	Rate	Amount
Auto Part		LT wheel opng mldg assembly	263.00	263.00T
Auto Part		LT rocker panel mldg	412.00	412.00T
Auto Part		front bumper cover	489.00	489.00T
Auto Part		LT frt bumper cover grille	38.85	38.85T
Auto Part		air dam	94.55	94.55T
Auto Part		LT front bumper mtg brkt	10.05	10.05T
Auto Part		LT front bumper mtg brkt	110.00	110.00T
Auto Part		LT led headlamp assembly	1,175.00	1,175.00T
Auto Part		LT side marker lamp	41.05	41.05T
Auto Part		LT headlamp supt	149.00	149.00T
Auto Part		upper crossmember LT extn	471.00	471.00T
Auto Part		hood panel	1,095.00	1,095.00T
Auto Part		LT hood hinge	83.25	83.25T
Auto Part		RT hood hinge	83.25	83.25T
Auto Part		hood panel w/strip	77.45	77.45T
Auto Part		LT inner fender cover	47.75	47.75T
Auto Part		LT front fender	411.00	411.00T
Auto Part		LT inner fender skirt	123.00	123.00T
Auto Part		LT front wheel	379.00	379.00T
Auto Part		Strg col shaft assembly	372.00	372.00T
Auto Part		Setina push bumper PB400 **special order**	724.10	724.10T
Auto Part		Setina HdLt guard **special order**	1,114.10	1,114.10T
Body Labor	15	body	70.00	1,050.00
Mechanical Labor	4.1	Mechanical	110.00	451.00
Refinish Labor	15.7	refinish	70.00	1,099.00
Paint Material	15.7	paint	50.00	785.00T
Auto Part		LT front wheel hub	219.00	219.00T
Auto Part		L/F upper control arm	397.00	397.00T
Auto Part		Steering gear assembly	3,195.00	3,195.00T
Sublet Repairs		alignment	109.95	109.95
Mechanical Labor	11.7	Mechanical	110.00	1,287.00

Sales Tax (0.0%)	\$0.00
Total	\$16,356.35
Balance Due	\$16,356.35



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **TAX INCENTIVE AGREEMENT**
Date: December 16, 2024

BACKGROUND

Sports Page Restaurant, a local favorite for many years, is seeking to update the interior to generate more traffic. Sports Page, LLC plans to replace the dining booths, flooring, and ceiling tiles. Additional improvements include interior paint, ceiling fans, and wall decor. This remodel is expected to create four new jobs and increase the restaurant's annual revenue by 10-25%. The proposed sales tax incentive agreement presents an opportunity to support local business growth while ensuring long-term benefits for our community.

Benefits to the Community:

- **Job Creation:** The expansion will create new employment opportunities, contributing to the local economy.
- **Increased Revenue:** With a more appealing look, the restaurant is projected to generate higher sales, increasing sales tax revenue in the long term.

Terms of Agreement:

- The sales tax rebate will allow Sports Page, LLC to receive a rebate of 50% of the general sales tax collected that exceeds the amount collected in 2024 for a period of seven years.
- The rebate will be capped at \$28,000. This incentive would assist in offsetting the initial costs associated with the remodel.
- The incentive will kick in on January 1, 2025. The incentive amount will be 50% of the increase in sales tax revenue generated compared to the same month in the previous year.

STAFF RECOMMENDATION

Staff recommends approval of the incentive agreement with Sports Page, LLC for an amount not to exceed \$28,000 and not to exceed seven years, with a funding source of 50% of the general sales tax collected from Sports Page, LLC that exceeds the amount collected in 2024, for a period of seven years.

ATTACHMENTS

1. 241216-Sales Tax Incentive Agreement Sports Page

AGREEMENT

The Agreement dated as of December 16, 2024, is entered into by the Coweta Industrial Development Authority (“Authority”), an Oklahoma public trust created pursuant to title 60 O.S. Section 176 et seq., and the City of Coweta, Oklahoma (“City”), an Oklahoma municipal corporation, jointly (“Coweta”), and Sports Page LLC, an Oklahoma Limited Liability Company (“Company”).

RECITALS

1. The Company desires to renovate an existing dining establishment in Coweta located at 13747 OK-51 Ste B, Coweta, Oklahoma (“Facility” or the “Property”).
2. The Company has an existing lease of the Facility.
3. The Property has the proper zoning for the proposed use.
4. Coweta, by approval of this agreement, has made a legislative decision that a public purpose exists that supports the award of a sales tax rebate to Company. The benefits to the public include, but are not limited to:
 - A. The creation of new jobs, with employment opportunities for the residents of the City;
 - B. The creation of additional sales tax opportunities as a direct result of the renovation;
 - C. The City by approval of this agreement finds that there is a direct relationship between the amount of sales taxes generated by the Company and the economic benefit, jobs benefit, and quality of life benefit realized by the residents of the City.

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

- A. City agrees that the Property may be used for the operation and maintenance of a dining facility. Company agrees that during the term hereof the Property will be used solely for the operation and maintenance of a dining facility.
- B. Sales Tax Contribution. For a period commencing on the Sales Tax Contribution Commencement Date (as hereinafter defined), and continuing until the expiration of the Term of this Agreement, (as hereinafter defined), the Authority shall pay to the Company an amount equal to one and one-half cent (\$0.015) from every three cents (\$0.03) of the collected City-imposed Sales Tax established by Ordinances 1969-1, 249 and 330 that the City receives in additional sales tax generated at the above-mentioned Facility location (the “Sales Tax Contribution”). For clarity, the amount to be rebated shall be the equivalent of \$.015 of every \$1.00 of additional sales generated by said Company. The sole and only funding for this Agreement

shall be the Sales Tax Contribution and will be contingent upon the annual appropriation of budgetary funding by the Coweta City Council during the Term of the Agreement. The Company will utilize the Sales Tax Contribution monies solely for purposes as are authorized under the Local Development Act, 62 O.S. Section 850 et seq. City shall be provided reasonable access to the Property and afforded an opportunity to inspect same as well as the operations thereon to ensure that the uses of the property are consistent with the general purposes of the Sales Tax Contributions.

Provided, the Sales Tax Contribution:

- (1) Shall apply solely to the additional sales taxes generated at the Facility. The City shall determine the baseline sales tax generated at the Facility, and the Sales Tax Contribution for purposes of this Agreement shall reflect the total sales tax generated at the Facility, less the baseline sales tax amount. For purposes of this Agreement, the parties agree that the baseline sales tax shall represent the sales tax generated by the Facility for the period of January 1, 2024, through December 31, 2024.
- (2) Shall commence on January 1, 2025 (the "Sales Tax Contribution Commencement Date").
- (3) Shall be paid by the City to the Company within thirty (30) days of each receipt by the City of its share of the additional sales tax paid to the State of Oklahoma by persons doing business on the Property after the Sales Tax Contribution Commencement Date.
- (4) Shall not be reduced or offset by the City at any time but will be subject to annual budgetary appropriation by the Coweta City Council. It is hereby acknowledged that under Oklahoma Law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year; provided that the payment of the Sales Tax Contribution as set out herein is subject to annual appropriation by the City, and provided further that since the levy, collection and use of the sales tax revenue was approved by a majority of the voters voting at elections held for such purpose, the voters have the power to revoke the same.
- (5) Shall continue to be one and one-half cent (\$0.015) as stated above without regard to whether the total City sales tax is increased or decreased during the term hereof; provided however, in the event of a change in City sales tax rate, the application of the baseline sales tax amount shall be proportionately adjusted.

- (6) Shall cease at the earlier of the end of a Term of seven (7) years, or whenever Company has been reimbursed a total of twenty-eight thousand dollars (\$28,000), whichever shall occur first.
- (7) Records. The City shall maintain accurate records of all sales tax revenue received by the City directly for sales made by Company at the Facility (the "Sales Tax Revenue"), as defined by the Vendor number assigned by the Oklahoma Tax Commission and confirmed by actual sales tax payments by the Company. The City shall provide the Company with a written summary of the Sales Tax Revenue concurrently with delivery of payment from the City to the Company required by this Agreement. During normal business hours of the City, the Company shall have the right to inspect any and all such records, unless restricted by the Oklahoma Tax Commission, and to obtain an accounting and/or audit of such records, at the sole cost of the Company. It shall be the responsibility of the Company to provide proof of sales tax payments to the City to ensure the rebate is paid correctly.

C. Miscellaneous.

- (1) Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- (2) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- (3) Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (4) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (5) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

- (6) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- (7) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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

Sports Page, LLC
ATTN: Matthew Sternke
13747 OK-51 Ste B
Coweta, OK 74429

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

- (8) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- (9) The making, execution, and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressly set forth herein.
- (10) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER

SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF THE CITY, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO THE CITY FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.

- (11) The language in all parts of this Agreement shall be in all cases construed simply according to its full meaning and not strictly for or against any of the parties hereto. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision therein.
- (12) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to “paragraphs” or “¶” are to paragraphs of this Agreement, unless otherwise specifically provided.
- (13) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns as long as any successor company is an entity whose primary activity is taxable retail sales. Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.
- (14) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

[Remainder of Page Left Blank Intentionally]

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

SPORTS PAGE, LLC

By: _____
Matthew Sternke, Owner

THE CITY OF COWETA, OKLAHOMA,

By: _____
Naomi Hogue, Mayor

THE COWETA INDUSTRIAL DEVELOPMENT
AUTHORITY

By: _____
Naomi Hogue, Chair

ATTEST:

Marcy Kilgore, City Clerk/Trust Secretary

APPROVED AS TO FORM:

Patrick Boulden, Interim City/Trust Attorney



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **RESOLUTION 2024-48 PROPERTY DONATION**

Date: December 16, 2024

BACKGROUND

The owners of real property near 111th Street and State Highway 51 have offered to donate property to the City of Coweta for continued use as a stormwater reserve and for the right-of-way needed for the 111th Street Widening project.

STAFF RECOMMENDATION

Discuss and consider approval of a motion adopting Resolution 2024-48, a resolution of the City Council of the City of Coweta, Oklahoma; accepting a donation of real property from Hiway 51 Group, an Oklahoma Partnership, described as "Reserve 'A'" in the recorded plat of the "Amended Coweta 51 Addition" to the City of Coweta, Wagoner County, Oklahoma, for continued use as a stormwater reserve and for future 111th Street right of way.

ATTACHMENTS

1. 241216-Acceptance of Donated Real Property Reso 2024-48
2. Location Map
3. Deed by Donation

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-48**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ACCEPTING A DONATION OF REAL PROPERTY FROM HIWAY 51 GROUP, AN OKLAHOMA PARTNERSHIP, DESCRIBED AS “RESERVE ‘A’”, IN THE RECORDED PLAT OF THE “AMENDED COWETA 51 ADDITION TO THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, FOR CONTINUED USE AS A STORMWATER RESERVE AND FOR FUTURE 111TH STREET RIGHT-OF-WAY.

WHEREAS, the City of Coweta (“City”) has received a generous offer from Hiway 51 Group, an Oklahoma Partnership to make a gift of real property to the City; and

WHEREAS, The proposed use of the property, which lies within the boundaries of the City, is for the right-of-way needed for the widening of 111th Street near State Highway 51 and continued use as a stormwater reserve; and

WHEREAS, the City has agreed to pay the cost of appraisal, deed preparation, title search and other expenses incident to this transfer.

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

Section 1. The Coweta City Council accepts the identified donated property, all at the expense of the City.

Section 2. The Coweta City Council hereby authorizes the Mayor to sign any related documents necessary to complete a property transfer from Hiway 51 Group to the City of Coweta.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS 16th DAY OF DECEMBER 2024.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, Interim City Attorney

ATTEST:

Marcy Kilgore, City Clerk



Amended Coweta51 Addition
Reserve Area Detention Easement
Reserve A

(Not To Scale - for depiction purposes only)

Deed by Donation

State of Oklahoma)
) ss.
County of Wagoner)

HIWAY 51 GROUP, an Oklahoma Partnership, (“GRANTOR”) being the sole owner of all interests, both legal and equitable in the following described property, by this instrument and for no valuable consideration but purely as a gift, does donate, grant and convey to the CITY OF COWETA, OKLAHOMA (“GRANTEE”), the following described property situate in Wagoner County, State of Oklahoma, together with all the improvements and appurtenances on this property, and warrant the title to the same:

COMMENCING AT THE SW CORNER OF THE SE/4 OF SAID SECTION 26, THENCE N 88°47'53" E A DISTANCE OF 230.71 FEET, THENCE N 29°49'39" W A DISTANCE OF 28.37 FEET TO THE POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING N 29°49'39" W A DISTANCE OF 55.79 FEET, THENCE N 60°12'11" E A DISTANCE OF 277.70 FEET TO A POINT, THENCE CONTINUING N 60°12'11" E A DISTANCE OF 5.28 FEET TO A POINT, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 20°53'39" A DISTANCE OF 54.70 FEET TO A POINT, THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 67°20'21" A DISTANCE OF 176.29 FEET TO A POINT OF TANGENT, THENCE S 01°10'21" E A DISTANCE OF 16.20 FEET TO A POINT BEING 24.75 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 26, THENCE S 88°47'49" W A DISTANCE OF 359.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.07 ACRES MORE OR LESS,

AND ALSO DESCRIBED AS “RESERVE ‘A’” IN THE RECORDED PLAT OF THE “AMENDED COWETA 51 ADDITION” TO THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA.

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S.3202 (11).

To have and to hold the described premises by the Grantee, its successors and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances whatsoever.

Sworn and Subscribed this ____ day of December 2024.

“GRANTOR”

Daniel E. Simon, for the Hiway 51
Group, an Oklahoma Partnership

State of Oklahoma)
) ss.
County of Wagoner)

Before me, the undersigned, a notary public in and for said county and state, on this _____ day of December, 2024, personally appeared [INSERT NAME OF SIGNATORY FOR HIWAY 51 GROUP], for the Hiway 51 Group, an Oklahoma Partnership to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the purposes stated.

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

My commission expires:

Date

Notary Public

ACCEPTED on behalf of the City of Coweta by the Coweta City Council on this _____ day of December 2024

“GRANTEE”

Naomi Hogue, Mayor
City of Coweta, Oklahoma

ATTEST:

City Clerk

APPROVED:

City Attorney



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **BID AWARD - 111TH STREET DRAINAGE IMPROVEMENTS**

Date: December 16, 2024

BACKGROUND

On November 13, 2024, the City of Coweta solicited bids for drainage improvements on 111th Street and 273rd East Avenue. Bids from three contractors were received and opened on December 5, 2024. The lowest responsible bidder was Cook Consulting, LLC.

STAFF RECOMMENDATION

Staff recommends awarding the bid for the 111th Street Drainage Improvements to Cook Consulting, LLC in the amount of \$55,782.00 and authorizing the City Manager to sign any necessary documents related to the project.

ATTACHMENTS

1. 111th Street Bid Tab Recommendation



WDB ENGINEERING P.L.L.C.

6330 S.E. 74th Street
Oklahoma City, OK 73135
PHONE (405) 741-7090
FAX (405) 741-7094
wdbengineering.net

December 6, 2024

Julie Casteen
City Manager
City of Coweta
P.O. Box 850
Coweta, OK 74429

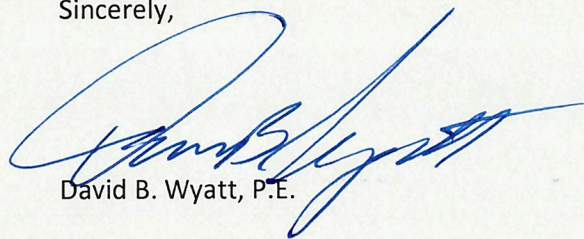
Re: Drainage Improvements @ 111th St. and 273rd St.
Bid Tabulation for Bids Received on December 5, 2024

Dear Julie,

Enclosed is the bid tabulation for the above referenced project. I recommend award to Crooks Consulting, LLC for their submitted bid in the amount of \$58,487.00 if the city is able to obtain the extra easement on BCM Integrated, LLC property. If the city is unable to obtain the referenced easement—I would then recommend award to Crooks Consulting submitted alternate bid in the amount of \$55,782.00.

If you have any questions, please do not hesitate to give me a call.

Sincerely,



David B. Wyatt, P.E.

City of Coweta									
Drainage Improvements @ 111th St. and 273rd St.									
Bid on December 5th, 2024 @ 1:30 p.m.									
				Cooks Consulting, LLC		Glover & Associates, Inc.		Gober Construction, LLC	
BASE BID									
ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	L.S.	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00	\$10,000.00	\$10,000.00
2	(SP) SWPPP Documentation and Management	1	L.S.	\$2,000.00	\$2,000.00	\$2,645.69	\$2,645.69	\$5,000.00	\$5,000.00
3	Construction Staking	1	L.S.	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
4	Construction Traffic Control	1	L.S.	\$500.00	\$500.00	\$2,875.09	\$2,875.09	\$7,500.00	\$7,500.00
5	Clearing and Grubbing	1	L.S.	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
6	Unclassified Excavation	615	C.Y.	\$30.00	\$18,450.00	\$23.42	\$14,403.30	\$75.00	\$46,125.00
7	Type-A Salvaged Topsoil	1	L.S.	\$5,000.00	\$5,000.00	\$13,408.26	\$13,408.26	\$15,000.00	\$15,000.00
8	Temporary Silt Fence	680	L.F.	\$5.00	\$3,400.00	\$5.30	\$3,604.00	\$5.00	\$3,400.00
9	Temporary Silt Dike	40	L.F.	\$10.00	\$400.00	\$54.28	\$2,171.20	\$20.00	\$800.00
10	Solid Slab Sodding	1,391	S.Y.	\$7.00	\$9,737.00	\$3.00	\$4,173.00	\$15.00	\$20,865.00
TOTAL BASE BID					\$58,487.00		\$89,780.54		\$146,190.00
BID ALTERNATE									
				Cooks Consulting, LLC		Glover & Associates, Inc.		Gober Construction, LLC	
ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	L.S.	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00	\$10,000.00	\$10,000.00
2	(SP) SWPPP Documentation and Management	1	L.S.	\$2,000.00	\$2,000.00	\$2,645.69	\$2,645.69	\$5,000.00	\$5,000.00
3	Construction Staking	1	L.S.	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
4	Construction Traffic Control	1	L.S.	\$500.00	\$500.00	\$2,875.09	\$2,875.09	\$7,500.00	\$7,500.00
5	Clearing and Grubbing	1	L.S.	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
6	Unclassified Excavation	532	C.Y.	\$30.00	\$15,960.00	\$23.42	\$12,459.44	\$75.00	\$39,900.00
7	Type-A Salvaged Topsoil	1	L.S.	\$5,000.00	\$5,000.00	\$13,408.26	\$13,408.26	\$15,000.00	\$15,000.00
8	Temporary Silt Fence	521	L.F.	\$5.00	\$2,605.00	\$5.30	\$2,761.30	\$5.00	\$2,605.00
9	Temporary Silt Dike	40	L.F.	\$10.00	\$400.00	\$54.30	\$2,172.00	\$20.00	\$800.00
10	Solid Slab Sodding	1,331	S.Y.	\$7.00	\$9,317.00	\$3.00	\$3,993.00	\$15.00	\$19,965.00
TOTAL BID ALTERNATE					\$55,782.00		\$86,814.78		\$138,270.00
I hereby certify this as a fair and accurate representation of bids received.									
									
David B. Wyatt, P.E.									



P.O. BOX 850
COWETA, OK 74429
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www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **WATERLINE AGREEMENT, IHS PROJECT OK 24-Y49**

Date: December 16, 2024

BACKGROUND

The Muscogee (Creek) Nation (Nation) requested the assistance of Indian Health Service (IHS) in administering funding for community water system improvements to the City of Coweta. The water system improvements will include constructing approximately 1,900 linear feet of new 12-inch PVC water main line piping to replace the existing 8-inch piping serving the future casino. Valving, hydrants, and other appropriate appurtenances will also be included.

The City has applied for a grant from OWRB to fund 50% of the project, with the Nation funding the other 50%. The total cost of the project is estimated at \$257,000.

STAFF RECOMMENDATION

Staff recommends a motion to approve the Memorandum of Agreement related to IHS Project OK 24-Y49 among the United States of America, and the Muscogee Creek Nation, and the City of Coweta.

ATTACHMENTS

1. OK24-Y49 MOA
2. OK24-Y49 Project Summary

MEMORANDUM OF AGREEMENT
Among
THE UNITED STATES OF AMERICA
And
THE MUSCOGEE (CREEK) NATION
And
THE CITY OF COWETA

IHS PROJECT OK 24-Y49
Public Law 86-121

This Agreement is made among the United States of America, acting through the Director, Oklahoma City Area Indian Health Service, Department of Health and Human Services, hereinafter called the IHS, under and pursuant to the provisions of § 7 (a) (3) of Public Law 86-121 (42 USC 2004 (a) 73 Stat. 267), and The Muscogee (Creek) Nation, hereinafter called the Nation, acting through the Principal Chief, and the City of Coweta, hereinafter called the City, acting through the Mayor.

WHEREAS, the Nation and City are desirous of obtaining adequate water distribution facilities for a new tribal enterprise facility located within the City, in Wagoner County, Oklahoma, and served by the City's community water system; and

WHEREAS, the project proposed in this Agreement is now included in the range of projects approved for funding for Fiscal Year 2024; and

WHEREAS, the Nation will contribute tribal contribution funding towards the project and transfer the funding to the IHS to administer and provide for the improvement to the City's community water system under the authority of Public Law 86-121; and

WHEREAS, the IHS is desirous of assisting in the improvements to the City's community water system to protect the health of the Indian people; and

WHEREAS, the IHS and Nation agree that the City utilizing the contributed and other funds shall perform all the work as necessary to complete improvements of the community water system; and

WHEREAS, the Nation and the City have reviewed and concur with the provisions of the attached Project Summary.

NOW THEREFORE, in order to meet these objectives and carry out the project outlined in the attached Project Summary titled, "Creek/Coweta 131st Street Water Main Upgrade, The Muscogee (Creek) Nation, Wagoner County, Oklahoma," Project OK 24-Y49, dated November 2024, the parties mutually agree:

Project Funding Synopsis

- | | | | |
|----|----------------------|--|---------------------|
| 1. | Project Funding | | |
| | Nation Funding | | |
| | Construction | | <u>\$128,500.00</u> |
| | City Funding | | |
| | Construction | | <u>\$128,500.00</u> |
| | Total Funding Amount | | <u>\$257,000.00</u> |
2. The Nation will provide funding not to exceed \$128,500.00 to the IHS for this project.
 3. That the City will provide or secure all other funds required, estimated to be \$128,500.00, in addition to the aforementioned Nation funds contribution, for the improvement to the water distribution facilities to be modified under this project in accordance with the Project Summary. Approval of the project and provision of the IHS funding is contingent on the City's provision of the other funding.

Project Representatives

4. That the Nation and the City will each provide one or more representatives to coordinate the conduct of their respective participation under this Agreement.
5. That the IHS Project Engineer shall coordinate IHS participation in the project.

Indian Health Service

6. The IHS will use its administrative policies and procedures as described in the Indian Health Manual, Part 5, Chapter 2, Memorandum of Agreement to implement and execute this project.
7. The IHS will contribute to the City funding in an amount not to exceed \$128,500.00 for the project described in the attached Project Summary. The funds will be available for payment directly from the Oklahoma City Area IHS finance office to the City upon (1) approval of this Agreement, (2) completion and approval by the IHS of the environmental review, and (3) in accordance with the following terms and conditions:
 - A. Payments to the City for project work will be on a reimbursable basis, except as provided for in paragraph 7.B., upon presentation of an invoice for completed work that has been verified by the IHS Project Engineer.

B. The IHS may provide a contribution to the City in advance of construction to purchase or rent equipment and materials to prepare for construction.

i. This initial advance should be kept to the minimum necessary and shall not exceed 25 percent of the total IHS not to exceed amount of funds to be contributed to the City and be consistent with the City's project budget.

ii. Upon initiation of construction, the City may request additional funds consistent with the approved project budget, work accomplished, and cash flow schedule.

iii. Advances proposed in the cash flow schedule must be tied to anticipated expenditures in the next time interval and must minimize the time between transfer of funds and disbursement by the City, City's organization, or contractor.

iv. Before issuing subsequent advances, the IHS will compare previous advances versus actual expenditures by the City. Based on this information adjustments may be made in the cash flow schedule.

v. Interest in excess of \$100 per year earned on advances must be returned to the project account.

C. Any savings of IHS funds realized following substantial completion of the facilities described in the Project Summary will be retained or returned to the IHS. The IHS will consult with the Nation and the City regarding disposition of the IHS funding savings. The parties may decide to increase the scope or to reallocate the funds to other projects or identify another project for funding, time permitting, in which case the Interagency Agreement and this Agreement will be amended accordingly. If the parties cannot come to agreement, the IHS will retain the IHS funds.

The Muscogee (Creek) Nation

- 8.** That the Nation will contribute funding to the IHS in the amount of \$128,500.00 for the construction of the community water system improvements outline in the attached Project Summary. The funding will be contributed to the IHS upon execution of the Agreement by all parties. Construction of the community water system improvements will not be initiated until the Nation's contribution to the project is received by the IHS.
- 9.** That the Nation will actively promote attendance of Indian beneficiaries at meetings as may be necessary.

The City of Coweta

10. That the City shall register or maintain current registration with the Official U.S. Government System for Award Management (SAM) to receive electronic funds transfer (EFT) payments per the Federal Acquisition Regulations, Subpart H, Part 52.204-7. This requirement must be met in order for the IHS contributed project funds to be released to the City.
11. That all contributed project funds shall be maintained by the City in a bank insured by the Federal Deposit Insurance Corporation and used solely for the purpose of carrying out the construction as described in the attached Project Summary.
12. That the City shall obtain and provide, or arrange for the provision of all rights-of-way, easements, permits, or other interest in land determined necessary to complete the project outlined in the attached Project Summary pursuant to this Agreement. Further, the City will furnish, without charge, a copy of each easement, right-of-way and permit to the IHS if so requested by the IHS.
13. That should unexpended funds remain upon completion of this project, a portion of those funds shall be retained or returned to the IHS, based on the pro-rata percentage of contribution.
14. That the City, utilizing the IHS contributed project funds and its own or other funds, will provide or arrange for the provision of all necessary engineering, design, materials, supplies, labor, equipment and services necessary for the upgrades to the community water system as outlined in the attached Project Summary.
15. The City will provide to the IHS, without charge, a copy of the Oklahoma Department of Environmental Quality (ODEQ) approved plans, specifications, construction contract documents, project schedule, construction inspection reports and any permits, as applicable, if so requested by the IHS.
16. That the City will permit the IHS Project Engineer or his designated representatives to inspect and to make appropriate tests during modifications of the facilities to assure that work is completed in accordance with the plans, specifications, and sound construction practices.

Warranties

17. That the City will provide or arrange for the provision of warranty service for the community water system improvements, as provided for in this Agreement, for a period of one year from the date of construction.

Environmental Review, Historic Preservation, Cultural Properties and Discovery

18. That the Nation will provide, without charge, assistance in complying with the regulations (36 CFR 800), implementing §106 of the National Historic Preservation Act (16 U.S.C. 470f) by informing the IHS of any traditional cultural properties which might be affected by the project. That the Nation shall take appropriate steps to identify traditional cultural leaders and others who may have knowledge about such locations, sites, or objects. IHS funding will not be released to the City until the review is complete and a satisfactory determination is made by the IHS.
19. That the IHS shall consult with the Nation regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act – Public Law 101-601; as regulated by the Code of Federal Regulations Title 43, Subtitle A, Part 10, Subpart B, § 10.4 – titled “Inadvertent Discoveries;” and as defined in the United States Code 25, Chapter 32 - titled “Native American Graves Protection and Repatriation,” as in § 3001 – titled “Definitions,” and also referenced specifically in § 3002 – titled “Ownership (Part d) – Inadvertent Discovery of Native American Remains and Objects.” This Agreement shall serve as official notice to the Nation that the proposed water treatment facility improvements may result in inadvertent discoveries, and that any such discoveries shall be subject to the above grave protections and repatriation regulations; which may involve consultation between the IHS and the Nation’s designated cultural resources representative, as well as the disposition of human remains or related cultural items. (If the Nation is administering construction of the water treatment facility improvements, through a tribal contract or force account, it shall assume full responsibility for compliance with Public Law 101-601.)
20. That the IHS will conduct an environmental review and clearance for this project in accordance with the Department of Health and Human Services (HHS) policies and procedures in the HHS General Administrative Manual Part 30, the Council on Environmental Quality regulations at 410 CFR 1500-1508, and procedures that the IHS published in the Federal Register, Vol. 58, No. 3, Page 569. The IHS shall be the lead agency assuring compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and other applicable federal requirements. That the City will not begin construction of the project until the environmental review is complete and approved by the IHS.

Access to Land

21. That the Nation and the City hereby grant permission for the IHS and its representatives to enter upon or across lands under the respective control of the Nation or the City, without charge, for the purpose of carrying out the project outlined in the attached Project Summary and as provided for in this Agreement and further agree to waive all claims which may arise by reason of such entry upon those lands except for those claims which may be recognized under the Federal Tort Claims Act.

Ownership and Operation of Facilities

22. That all parties to this Agreement understand that the facilities constructed under this Agreement in part with IHS funding are at no time the property of the IHS or the Nation, but rather belong to the City.
23. That the City shall be responsible for the operation, maintenance, and repair of the community water system improvements, as its own property, so as to keep them in an effective operating condition.
24. That it is understood that the individual Indian families and tribal enterprise benefitting from this project and served by the City's community water system will continue to be responsible for payment of their monthly water bills in accordance with the City's rules and regulations.

Project Schedule

25. That this project, funded in part by the IHS, shall be under construction no later than October 30, 2025. If project construction cannot be initiated within this time period, an extension (where justified) for the initiation of project construction may be granted by mutual agreement of all parties. The IHS reserves the right to withdraw the IHS funds in part or in whole for use on other Public Law 86-121 projects.

Memorandum of Agreement Disputes

26. That any disputes among the parties to this Agreement shall be handled in accordance with IHS dispute resolution procedures prescribed under the Guidelines for the Utilization of the Memorandum of Agreement by the IHS Sanitation Facilities Construction Program.

Memorandum of Agreement Termination

27. Any party to this Agreement may terminate its relationship with the other parties prior to project completion upon 30 days' notice in writing to all other parties.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

FOR THE MUSCOGEE (CREEK) NATION

_____	_____
Date	Principal Chief, The Muscogee (Creek) Nation

FOR THE CITY OF COWETA

_____	_____
Date	Mayor, City of Coweta

FOR THE INDIAN HEALTH SERVICE

_____	_____
Date	Area Director, Oklahoma City Area Indian Health Service

**PROJECT SUMMARY
SANITATION FACILITIES CONSTRUCTION PROJECT
DIVISION OF SANITATION FACILITIES CONSTRUCTION
OKLAHOMA CITY AREA INDIAN HEALTH SERVICE
IHS PROJECT OK 24-Y49
PUBLIC LAW 86-121
NOVEMBER 2024**

PROJECT TITLE

CREEK/COWETA 131ST STREET WATER MAIN UPGRADE, THE MUSCOGEE (CREEK) NATION, WAGONER COUNTY, OKLAHOMA

INTRODUCTION

The Muscogee (Creek) Nation (Nation) requested Indian Health Service (IHS) assistance in administering funding for community water system improvements to the City of Coweta. The City of Coweta lies within the boundaries of the Nation in Wagoner County, Oklahoma. The Nation has elected to fund the project. The IHS will provide administrative oversight of the project.

The community water system improvements will include the construction of approximately 1,900 linear feet of new 12-inch PVC water main line piping to replace the existing 8-inch piping. Valving, hydrants, and other appropriate appurtenances will be included as well.

The project area consists of Section 12, Township 17 North, Range 15 East in Wagoner County, Oklahoma. The total estimated cost of the project is \$257,000.00, based upon an engineering estimate completed by the IHS in July 2024. This Project Summary provides for funding in the amount of \$128,500.00 of the Nation tribal contribution funding. The City will provide the remaining funding amount of \$128,500.00.

GENERAL INFORMATION

The City of Coweta is located in northeastern Oklahoma, approximately 15 miles west of Wagoner, Oklahoma, the County seat of Wagoner County. The climate in the project area is mild with an average mean temperature of approximately 61°F. The annual temperature varies from average lows around 38°F to average highs around 82°F. The average annual precipitation is 42.24 inches. The average annual Class A pan evaporation for the project area is 73 inches.

A new tribal enterprise will benefit from the improvements of the water distribution system.

DISEASES OF ENVIRONMENTAL SIGNIFICANCE

Certain communicable diseases are normally associated with poor environmental conditions. The following diseases and conditions are a health concern within the Okmulgee Service Unit and are listed in order of prominence: gastroenteritis, dysentery, hepatitis A, and diarrhea of the newborn.

EXISTING FACILITIES

Water Distribution System

The City of Coweta operates and maintains a public water distribution system. An existing 8-inch PVC main runs along the south side of 131st Street from State Highway 51 to 289th Avenue. The piping is insufficient to accommodate the new tribal enterprise facility to be constructed at the location.

RECOMMENDED FACILITIES

Water Distribution System

Replace the existing 8-inch PVC water main by installing approximately 1,900 linear feet of new 12-inch C900 PVC water main on the south side of 131st Street. Connection to the existing distribution system will be made on the east side of State Highway 51 and on the west side of 289th Avenue with gate valves. Any existing service connections will be replaced in kind. Abandon the existing 8-inch PVC main line in place following placement of new piping into service.

SANITATION DEFICIENCIES

Upon completion of the project, the new tribal enterprise located within the service area of the City will have been upgraded to Deficiency Level 1. Currently, the enterprise served by the City is at a Deficiency Level 2.

PROJECT SCHEDULE

Milestone Event	Target Date
1. Planning Phase	
Project Summary Completed	November 30, 2024
Environmental Review Document Completed	December 30, 2024
Memorandum of Agreement Executed	December 30, 2024
Environmental Determination Issued	January 30, 2025
2. Design Phase	
Design Initiated	June 30, 2023
Design Completed	December 30, 2024
Procurement Package Completed	March 30, 2025
Procurement Action Initiated	May 30, 2025
3. Construction Phase	
Construction Started	July 30, 2025
Construction Completed	November 30, 2025

4. Closeout Phase

Final Inspection Completed

December 30, 2025

As-Builts Completed

February 28, 2026

Tribal Closeout Letter

March 30, 2026

Final Report Completed

May 30, 2026

OPERATION AND MAINTENANCE

To assist the City in assuming its operation and maintenance responsibility, the contractor and the Nation's private engineering firm will provide operation and maintenance training to the City's qualified personnel. The City owns and operates the system serving the homes and enterprise, with the cost of the operation and maintenance being funded as part of the users' monthly bills. This project is expected to reduce operation and maintenance requirements for the City by providing a water distribution system that is more reliable and serviceable.

PARTICIPATION***Indian Health Service***

The IHS will provide construction inspection, project management, and administrative support related to the project.

The IHS shall consult with the Nation regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act – Public Law 101-601; as regulated by the Code of Federal Regulations Title 43, Subtitle A, Part 10, Subpart B, § 10.4 – titled “Inadvertent Discoveries;” and as defined in the United States Code 25, Chapter 32 - titled “Native American Graves Protection and Repatriation,” as in § 3001 – titled “Definitions,” and also referenced specifically in § 3002 – titled “Ownership (Part d) – Inadvertent Discovery of Native American Remains and Objects.” A Memorandum of Agreement shall serve as official notice to the Nation that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above grave protections and repatriation regulations; which may involve consultation between the IHS and the Nation's designated cultural resources representative, as well as the disposition of human remains or related cultural items. (If the Nation is administering construction of the sanitation facilities, through a tribal contract or force account, it shall assume full responsibility for compliance with Public Law 101-601.)

The Muscogee (Creek) Nation

The Nation will contribute \$128,500.00 in tribal contribution funding to the IHS for the construction of the community water system improvements. A Memorandum of Agreement will be executed between the IHS and the Nation to provide for the transfer of the Nation funding to the IHS.

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The Nation will provide all engineering design services to construct the facilities recommended herein. Construction plans and specifications will be provided to the City and the IHS prior to the commencement of construction of the facilities recommended herein.

The Nation will provide, without charge, assistance in complying with the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) by informing IHS of any traditional cultural properties which might be affected by the project. The Nation shall take appropriate steps to identify traditional cultural properties, which could be affected by the project, including contacting traditional cultural leaders or other Nation members who may have knowledge about such locations, sites, or objects.

City of Coweta

The City will provide all labor, materials, equipment, and supplies necessary to construct the facilities recommended herein. All permits necessary for the construction of the facilities will be obtained by the City. The City will provide all necessary rights-of-way, easements, or other interests in land necessary to construct the facilities. The City will grant permission for the IHS and its representatives to enter upon or across lands under the control of the City for the purpose of carrying out the project as outlined in this Project Summary. The City will utilize the contributed project funds and will secure all additional construction funding to provide for the construction of the community water system improvements. The City will accept the constructed facilities as its own property and be responsible for the continued operation, maintenance, and repair of the facilities to keep them in an effective operating condition.

Upon completion of the project, IHS will prepare a Letter of Completion to acknowledge that all construction has been completed and the parties have no further responsibilities under this project.

ENVIRONMENTAL ANALYSIS

General

The IHS will conduct an environmental review and clearance for this project funded with IHS regular funds in accordance with Department of Health and Human Services (HHS) policies and procedures in the HHS General Administrative Manual Part 30, the Council on Environmental Quality regulations at 410 CFR 1500-1508, and procedures that the IHS published in the Federal Register, Vol. 58, No. 3, page 569. Unless otherwise stipulated in the project documents, the IHS shall be the lead agency in assuring compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and other applicable Federal requirements. Further, the City will not begin construction of the project until the Environmental Review is complete and approved by the IHS.

National Historic Preservation Act: 16 USC 470f – § 106

The Oklahoma State Historic Preservation Office and the Office of the Oklahoma State Archeologist or the Tribal Historic Preservation Office will have the opportunity to comment on the project site. If requested, an archeological survey of the site will be completed and the results submitted to the requesting agency. A supplemental environmental review of the site may be required.

Endangered Species

A U.S. Fish and Wildlife Service (USFWS) IPAC trust resource report will be generated for this site to determine if an endangered species or migratory birds will be affected unless the site meets the requirements of the USFWS "Actions with No Impacts to Federally-Listed Species or Other Federal Trust Resources" letter.

Flood Hazard

No work will be performed to encourage development in a flood prone area. This project will replace existing above-grade facilities and install new subgrade facilities that will not adversely impact flood flows in the floodplain.

ESTIMATED COST OF RECOMMENDED FACILITIES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	12" C900 PVC	1,900	LF	\$90.00	\$171,000.00
2.	12" Gate Valve	2	EA	\$6,000.00	\$12,000.00
3.	Fire Hydrant Assembly w/ 6" Gate Valve	3	EA	\$10,000.00	\$30,000.00
4.	Abandon 8" Water Line	1	LS	\$6,000.00	\$6,000.00
5.	DEQ Construction Permit	1	LS	\$700.00	\$700.00
				Subtotal	\$219,700.00
				Contingency	\$21,300.00
				Project Technical Support	\$16,000.00
				TOTAL PROJECT COST	\$257,000.00

PROJECT FUNDING SUMMARY**Nation Funding**

Construction

\$128,500.00**City Funding**

Construction

\$128,500.00**Total Funding Amount \$257,000.00**

PREPARED BY:

Project Engineer, Okmulgee Service Unit

Date

REVIEWED BY:

District Engineer, Division of Sanitation Facilities Construction

Date

RECOMMENDED BY:

Director, Division of Sanitation Facilities Construction

Date

APPROVED BY:

Assistant Area Director for Environmental Health and
Engineering

Date



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **RESOLUTION 2024-49 2025 CITY COUNCIL ELECTION**

Date: December 16, 2024

BACKGROUND

City Councilmember terms for Wards 3, 4, and At-Large will expire in April 2025. Per 26 O.S. § 13-102, the governing body must submit a resolution not fewer than fifteen days before the filing period of any regular municipal election to the secretary of the county election board. The filing period for the April 1, 2025 election begins Monday, February 3, 2025 at 8:00 a.m., and closes on Wednesday, February 5 at 5:00 p.m.

Furthermore, per 11 O.S. § 16-101, the governing body shall give notice of a general municipal election by publishing the resolution calling for the election in a newspaper of general circulation in the municipality at least ten days before the beginning of the filing period.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2024-49.

ATTACHMENTS

1. Resolution 2024-49-2025 Council Elections
2. 2025-statutory-election-dates-deadlines
3. Coweta_City_Council_Wards

RESOLUTION NO. 2024-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA PROVIDING NOTICE OF AN ELECTION, PURSUANT TO TITLE 26 OKLAHOMA STATUTES, SECTION 13-102, NOTIFYING THE WAGONER COUNTY ELECTION BOARD OF A NONPARTISAN ELECTION TO BE HELD, IF NEEDED, IN THE CITY OF COWETA, OKLAHOMA, ON TUESDAY, APRIL 1, 2025, FOR THE OFFICES OF THREE (3) CITY COUNCIL POSITIONS, TWO (2) REPRESENTING CITY COUNCIL WARDS THREE (3) AND FOUR (4) AND ONE REPRESENTING THE CITY AT-LARGE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Title 11 Oklahoma Statutes, Sections 16-103 and 16-105.1 requires the holding of a general election on a nonpartisan basis in the City of Coweta, Oklahoma on the first Tuesday in April in each odd-numbered year, the same being Tuesday, April 1, 2025. On that date, one City Councilmember is to be elected from City Council Ward Three (3), one City Councilmember is to be elected from City Council Ward Four (4), and one City Councilmember is to be elected At-Large. The laws applicable to general elections shall govern this general municipal election. Pursuant to Title 11 Oklahoma Statutes, Sections 16-104, all Councilmembers, including those from wards as well as at-large, shall be elected at-large by the registered voters of the entire municipality. At such election, the candidates receiving the greatest number of votes shall be deemed elected for that office, provided that pursuant to Title 26 Oklahoma Statutes, Section 8-105 should a tie occur, the elected Councilmember shall be determined by lot during a public meeting before the Wagoner County Election Board;

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 10-102, four (4) Councilmembers of the Coweta City Council shall be elected from four (4) Wards, numbered from One (1) to Four (4) and one Councilmember shall be elected At-Large;

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 8-102, the terms of office for the City Councilmembers currently serving City Council Wards Three (3), Four (4), and At-Large shall expire at 12:00 noon on the second Monday following the general municipal election conducted on April 1, 2025, the same being Monday, April 14, 2025, which is when the four (4) year terms for their elected successors shall commence, with those terms of office expiring at 12:00 noon on the second Monday following the general municipal election conducted in the year 2029, the same being Monday, April 16, 2029;

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 16-110 all Declarations of Candidacy for the offices of City Councilmember from City Council Wards Three (3) and Four (4), and one At-Large Councilmember, must be filed with the Wagoner County Election Board no earlier than 8:00 a.m. on the first Monday in February, the same being Monday, February 3, 2025 and no later than 5:00 p.m. on the next succeeding Wednesday, the same being Wednesday, February 5, 2025;

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 16-110 a candidate shall be a registered voter at an address within the City of Coweta, Oklahoma or of the ward if they are a candidate from City Council Wards Three (3) and Four (4), for at least six (6) months prior to filing a Declaration of Candidacy, the same being the six-month period from and including August 2, 2024, through February 4, 2025; and

WHEREAS, pursuant to Title 26 Oklahoma Statutes, Section 13-103 and Title 11 Oklahoma Statutes, Section 16-104, the general laws of the State of Oklahoma applicable to municipal elections shall be in full force and effect as to all city general and special elections, and all notices, canvass of returns, and proceedings relating to any election.

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

Section 1. That the Election Board of Wagoner County be and is here notified that a nonpartisan municipal general election will be held, if necessary, in the City of Coweta, Oklahoma, on the first Tuesday in April, the same being Tuesday, April 1, 2025, at which time one City Councilmember is to be elected from and for City Council Ward Three (3), one City Councilmember is to be elected from and for City Council Ward Four (4), and one City Councilmember is to be elected from and for the City At-Large. All Councilmembers, including those from wards as well as at-large, shall be elected at-large by the registered voters of the entire municipality.

Section 2. The City of Coweta is a municipal corporation located entirely within Wagoner County, Oklahoma, and the territory and boundaries of the offices of City Councilmembers from City Council Wards Three (3) and Four (4) are located entirely within Wagoner County.

Section 3. That the Election Board of Wagoner County be and is here notified that the boundaries of the territories and wards represented by the five (5) members of the Coweta City Council are as depicted on the map attached as Exhibit "A".

Section 4. That the Election Board of Wagoner County be and is here notified that pursuant to Title 11 Oklahoma Statutes, Section 16-110 all Declarations of Candidacy for the office of City Councilmember from City Council Wards Three (3), Four (4) and At-Large must be filed with the Wagoner County Election Board no earlier than 8:00 a.m. on the first Monday in February, the same being Monday, February 3, 2025 and no later than 5:00 p.m. on the next succeeding Wednesday, the same being Wednesday, February 5, 2025.

Section 5. That the Election Board of Wagoner County be and is here notified that pursuant to Title 11 Oklahoma Statutes, Section 16-110 no person shall be eligible to become a candidate for the offices of City Councilmember from City Council Wards Three (3), Four (4), and At-Large, unless such person shall have been a registered voter at an address within the City of Coweta, or of the ward where the office is from a ward for at least six (6) months prior to filing a declaration of candidacy, the same being the period from and including Friday, August 2, 2024 through February 4, 2025. Once elected, pursuant to Title 11 Oklahoma Statutes, Section 8-101,

Councilmembers must continue to be a resident and a registered voter of the City of Coweta and actual residents of their respective wards.

Section 6. That the Election Board of Wagoner County be and is here notified that absentee ballots shall be provided for in this election in the City of Coweta, Oklahoma, in a manner in accord with the provisions now established by the laws of the state of Oklahoma.

Section 7. That the Election Board of Wagoner County be and is here notified that, in general and special elections for Councilmembers and all notices, canvass of returns, and all proceedings relating to these elections, the general laws of the state applicable to municipal elections shall be in full force and effect.

Section 8. That this election shall be conducted by those precinct officials designated by the Wagoner County Election Board, which officials shall also act as counters and certify the election results to the County Election Board, which shall canvass the returns as in the case of regular elections and certify the returns as required by law.

Section 9. That at this election the candidate from Wards Three (3) and Four (4), and At-Large respectively, receiving the greatest number of votes shall be deemed elected for that office, provided that should a tie occur, the elected Councilmember shall be determined by lot during a public meeting before the Wagoner County Election Board.

Section 10. That pursuant to Title 11 Oklahoma Statutes, Section 16-106, should any candidate be unopposed for the office of City Councilmember in the general municipal election, those candidate(s) shall be deemed elected and certified; the candidate's name shall not appear on the general election ballot; and if there is only one candidate for any office and no questions are to be voted upon at the election, the general municipal election shall not be held.

Section 11. That Wagoner County voter precincts 730310, 730305, and 730307, which have zero (0) registered voters within the City of Coweta, shall be closed on the date of the election for the purposes of the April 1, 2025 municipal election.

Section 12. That pursuant to Title 11 Oklahoma Statutes, Section 16-101, the City Clerk is directed to give notice of this election or a special election by publishing this resolution in a newspaper of general circulation in the City of Coweta at least ten (10) days before the beginning of the filing period for this election, the same being at least ten (10) days before Monday, February 3, 2025.

Section 13. *Severability Clause.* If any section, sentence, clause or phrase of this resolution or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this resolution or any part of it.

ADOPTED by the Coweta City Council on JANUARY 6, 2025.

Naomi Hogue
Mayor of the City of Coweta, Oklahoma

(Seal)
ATTEST:

City Clerk

APPROVED:

City Attorney

ACKNOWLEDGEMENT OF SERVICE

SECRETARY, WAGONER COUNTY ELECTION BOARD

Service of the above Resolution is now acknowledged to have been made on

Date

Samantha Call, Secretary
Wagoner County Election Board
(SEAL)

CERTIFICATE OF SERVICE

Pursuant to Title 11 Oklahoma Statutes, Section 16-103.1, I, Patrick T. Boulden, City Attorney for the City of Coweta, Oklahoma certifies that on the ____ day of January 2025, I caused to be hand-delivered or mailed a true and correct copy of the above and foregoing City of Coweta Resolution, with proper postage prepaid, to the WAGONER COUNTY TREASURER at the following address:

Chasity Levi, Treasurer
Wagoner County, Oklahoma
307 East Cherokee Street
Wagoner, Oklahoma 74467

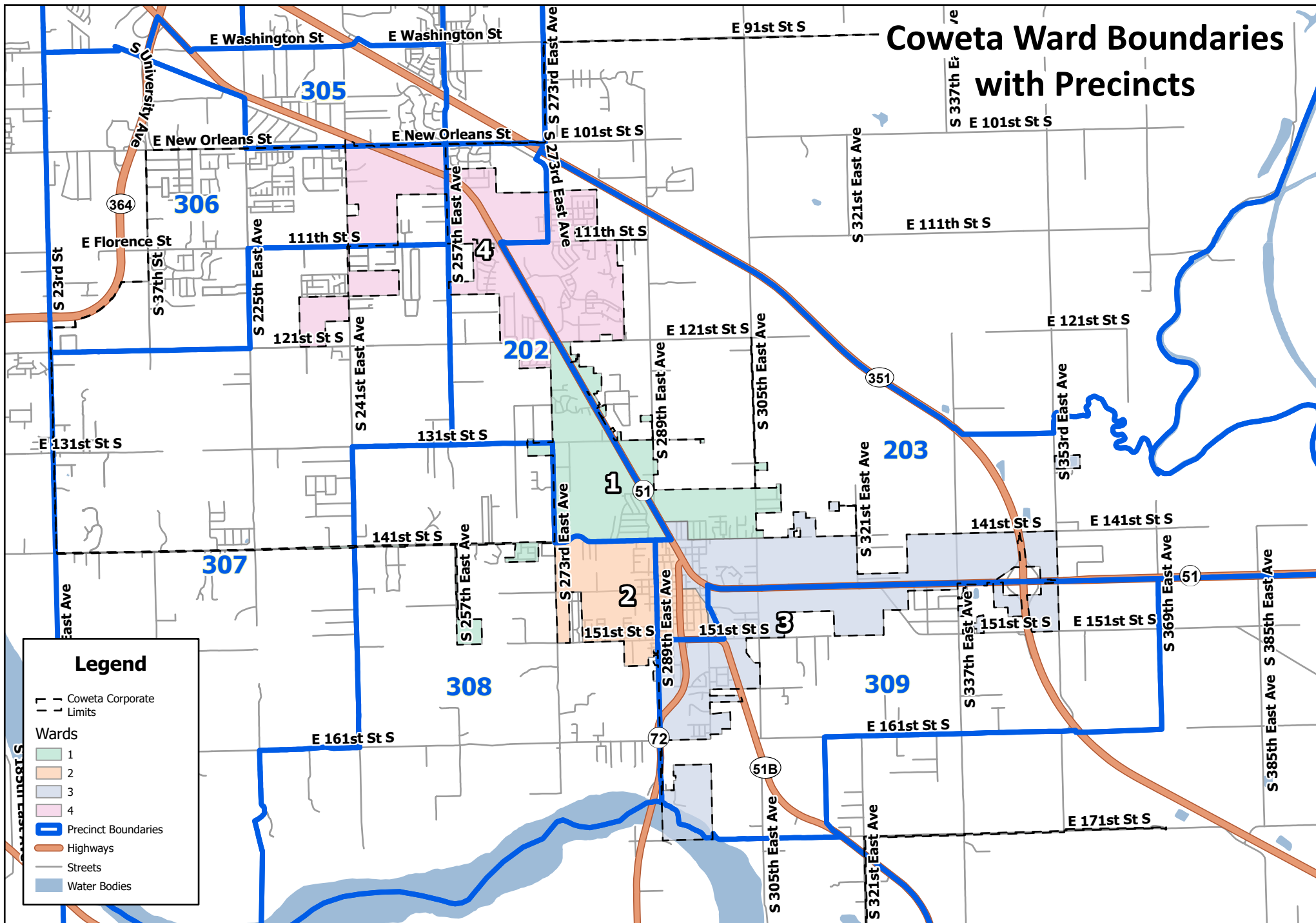
Patrick T. Boulden, Coweta City Attorney

2025 Statutory Election Dates and Deadlines

All dates valid as of July 1, 2024

PLEASE NOTE: If the Governor calls a special election to fill a vacancy in the State Legislature, deadlines shown below will be superseded by the deadlines for a special legislative election for all counties and all entities included in the legislative district where the vacancy exists.

Election Date	Election Type	Resolution Due	Statutory Filing Period	Last Day to Begin* Special Filing Period	Voter Registration
January 14 (2nd Tuesday)	Special Elections Propositions Only	November 14, 2024 (60 days before election)			December 20, 2024
February 11 (2nd Tuesday)	Board of Education Primary Elections	November 15, 2024 (15 days before filing)	December 2 – 4, 2024		January 17
	Special Elections Candidates Propositions	December 12, 2024 (60 days before election)		January 2	
March 4 (1st Tuesday)	Special Elections Propositions Only	January 2 (60 days before election)			February 7
April 1 (1st Tuesday)	Board of Education General Election				March 7
	Statutory Municipal General Elections	January 17 (15 days before filing)	February 3 – 5		
	Special Elections Candidates Propositions	January 30 (60 days before election)		February 20	
May 13 (2nd Tuesday)	Special Elections Propositions Only	March 13 (60 days before election)			April 18
June 10 (2nd Tuesday)	Special Elections Candidates Propositions	April 10 (60 days before election)		May 1	May 16
July 8 (2nd Tuesday)	Special Elections Propositions Only	May 8 (60 days before election)			June 13
August 12 (2nd Tuesday)	Special Elections Propositions Only	June 12 (60 days before election)			July 18
September 9 (2nd Tuesday)	Special Elections Candidates Propositions	July 10 (60 days before election)		July 31	August 15
October 14 (2nd Tuesday)	Special Elections Propositions Only	August 14 (60 days before election)			September 19
November 18 (2nd Tuesday)	Special Elections Candidates Propositions	September 18 (60 days before election)		October 9	October 24
December 9 (2nd Tuesday)	Special Elections Propositions Only	October 9 (60 days before election)	Special elections permitted with 60-day notice in December in odd-numbered years only in municipalities with population in excess of 250,000.		November 14





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

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **RESOLUTION 2024-50 REGARDING BUDGET AMENDMENTS**

Date: December 16, 2024

BACKGROUND

The City of Coweta was awarded \$1.7 million in ARPA funds in 2021, with the requirement that all funds be obligated by December 31, 2025, and spent by December 31, 2026. The city intended to use the remaining unspent ARPA funds as matching funds for the Skyview CDBG project that was awarded a few weeks ago. However, due to pre-bid requirements that are still underway, the funds cannot be obligated by the deadline.

The \$400,000 hydrovac truck that was approved for purchase earlier this year by the PWA may be substituted for the CDBG project. This purchase is already obligated and is expected to be delivered before the end of the fiscal year.

Funds from the PWA can then be transferred to the Grants Fund to be used as the match for the CDBG project.

In addition, the City received \$1.250 from Walmart to be used for improvements at Jimmy Lee Campbell Memorial Park. Furthermore, the City received an insurance claim payment of \$11,144.85 for a police unit involved in a collision, with an additional \$4,712 expected from OMAG due to the claim being reopened as a result of hidden damage that was found.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 2024-50.

ATTACHMENTS

1. 241216-Supplementals Reso 2024-50- Govt

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-50**

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

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

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

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

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

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

SEE ATTACHED EXHIBIT A

ADOPTED by the Coweta City Council on DECEMBER 16, 2024.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, City Attorney

ATTEST:

Marcy Kilgore, City Clerk

RESOLUTION 2024-50
EXHIBIT A

ACCOUNT		DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND	REVENUE AMOUNT	REVENUE ACCOUNT
FUND	NUMBER					BALANCE AMOUNT		
General Fund	01-5209.014	Repair Parts & Supplies	\$ 1,250.00	Parks projects	Walmart Grant		\$ 1,250.00	01-04.03.80
	01-5310.007	Maintenance - Vehicles	16,357.00	Collision repair	Fund Balance/ Insurance	500.00	15,857.00	01-04.03.39
Total General Fund			\$ 17,607.00			\$ 500.00	\$ 17,107.00	
Grants Fund	20-04.03.24	ARPA Grant	\$ 1,125,251.38	Remaining ARPA Balance	ARPA Grant/Tsf	\$ 1,125,251.38		
	20-5404.034	Machinery & Equipment	\$ 400,000	Hydro Truck	ARPA Grant/Tsf		\$ 400,000.00	20-04.03.04
Total Grants Fund			\$1,525,251.38			\$1,125,251.38	\$400,000.00	
TOTAL ALL GOVERNMENTAL FUNDS			\$1,542,858.38			\$1,125,751.38	\$417,107.00	