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AGENDA - REGULAR MEETING
COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, MAY 5, 2025 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 Chair and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority 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 Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

Naomi Hogue ____ Harold Chance ____ Lauren Givan ____ Caroline Martin ____
Jeremy Barnett ____

III. CONSENT

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

1. **MINUTES OF JOINT SPECIAL MEETING**

Approval of the minutes of the Coweta City Council/Coweta Public Works Authority/Industrial Development Authority Joint Special Meeting held on April 4, 2025.
Marcy Kilgore, City Clerk/Treasurer

2. **MINUTES OF REGULAR MEETING**

Approval of the minutes of the Coweta Industrial Development Authority Regular Meeting held on April 7, 2025.
Marcy Kilgore, City Clerk/Treasurer

3. **MINUTES OF SPECIAL MEETING**

Approval of the minutes of the Coweta Industrial Development Authority Special Meeting held on April 14, 2025.
Marcy Kilgore, City Clerk/Treasurer

4. **RATIFICATION REGARDING TAX INCENTIVE AGREEMENT**

Ratification of the action taken by the Coweta City Council regarding a certain tax incentive agreement between Roy's Fried Chicken, Inc., and the Coweta Industrial Development Authority.
Julie A. Casteen, Trust Manager

IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

V. NEW BUSINESS

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

VI. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT,
PLEASE NOTIFY CITY HALL AT LEAST 24 HOURS BEFORE THE MEETING.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
APRIL 4, 2025, 9:07 A.M.**

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Coweta Industrial Trust Authority, met in a joint special session on Friday, April 5, 2025, at 9:07 a.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Harold Chance

COUNCILMEMBERS ABSENT: Joe Cash, Caroline Martin, Randy Woodward

I. CALL TO ORDER

The City Council meeting was called to order by Mayor Hogue. This was not an official meeting due to not having a quorum.

II. The Coweta Public Works Authority meeting was called to order by Chairman Hogue. This was not an official meeting due to not having a quorum.

III. The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue. This was not an official meeting due to not having a quorum.

IV. Pledge of Allegiance given

V. ROLL CALL

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

VI. PRESENTATIONS

1. PROPOSED FY 2024-2025 BUDGET DISCUSSION AND TOUR OF FACILITIES

City Manager Julie Casteen discussed the proposed FY 2025-2026 Operating/Capital budget for all funds. Department heads presented information on equipment purchases and capital projects that have been proposed for the FY 2024-2025 budget.

The Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority reviewed priorities and participated in a tour of the City facilities to establish budget priorities for the proposed FY 2025-2026 Operating/Capital budget for all funds of the City.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
APRIL 4, 2025, 9:07 A.M.**

Facilities toured included: the Coweta Public Library, Coweta Public Works facility, and Coweta Water Treatment Plant

Following the facility tour, further discussion was held on the proposed FY 2025-2026 Operating/Capital budget for all funds.

Other than the discussion and tour, no action was taken.

VII. ADJOURNMENT

Mayor Hogue adjourned the City Council meeting at 12.46 p.m. This was not an official meeting due to not having a quorum.

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 12:46 p.m. This was not an official meeting due to not having a quorum.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 12:46 p.m. This was not an official meeting due to not having a quorum.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, City Clerk

Naomi Hogue, CIDA Chairman

Harold Chance, Secretary

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
APRIL 7, 2025, 6:44 P.M.**

The Trustees of the Coweta Industrial Development Authority met in regular session on Monday, April 7, 2025, at 6:44 p.m. following the meeting of the Coweta Public Works Authority at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Harold Chance, Caroline Martin.

TRUSTEES ABSENT: Joe Cash, Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

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

1. Minutes of the Coweta Industrial Development Authority Regular Meeting held on March 3, 2025.

Aye: Harold Chance
Naomi Hogue
Caroline Martin

IV. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

1. 2025 HASKELL LAKEFEST

Trust Manger Julie Casteen led discussion and requested action related to participation in the 2025 Haskell Lakefest.

Motion by Harold Chance, second by Naomi Hogue to participate in the 2025 Haskell Lakefest.

Aye: Harold Chance
Naomi Hogue
Caroline Martin

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
APRIL 7, 2025, 6:44 P.M.**

VI. NEW BUSINESS

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

No new business.

VII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:46 p.m.

Naomi Hogue, Chairman

Harold Chance, Trust Secretary

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING
APRIL 14, 2025, 6:09 P.M.**

The Trustees of the Coweta Industrial Development Authority met in special session on Monday, April 14 2025, at 6:09 p.m. following the meeting of the Coweta Public Works Authority at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Harold Chance, Lauren Givan, Caroline Martin, Jeremy Barnett

TRUSTEES ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. ADMINISTRATION

1. SELECTION OF CHAIRMAN

Discuss and consider action related to the selection of a Chairman for the Coweta Industrial Development Authority.

Motion by Harold Chance, second by Jeremy Barnett to select Naomi Hogue as the Chairman for the Coweta Industrial Development Authority.

Aye: Harold Chance
Jeremy Barnett
Naomi Hogue
Lauren Givan
Caroline Martin

2. SELECTION OF VICE-CHAIRMAN

Discuss and consider action related to the selection of a Vice-Chairman for the Coweta Industrial Development Authority.

Motion by Naomi Hogue, second by Harold Chance to select Harold Chance as the Vice-Chairman for the Coweta Industrial Development Authority.

Aye: Naomi Hogue
Harold Chance
Lauren Givan

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING
APRIL 14, 2025, 6:09 P.M.**

Caroline Martin
Jeremy Barnett

IV. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:11 p.m.

Naomi Hogue, Chairman

Harold Chance, Trust Secretary



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Memorandum

To: Honorable CIDA Chairman and Trustees
From: Julie A. Casteen, Trust Manager
Re: **RATIFICATION REGARDING TAX INCENTIVE AGREEMENT**
Date: May 5, 2025

BACKGROUND

Roy's Fried Chicken, Inc. is requesting approval for a sales tax incentive agreement to recover the full amount allocated in its original 2017 agreement.

Community Benefits:

- **Job Creation:** The expansion has generated new employment opportunities, strengthening the local economy.
- **Revenue Growth:** Aside from FY2020, when the COVID-19 pandemic impacted businesses, Roy's has consistently achieved an average annual growth rate exceeding 7% throughout the agreement period.

Agreement Terms:

- Roy's Fried Chicken, Inc. will receive a rebate of 50% of the general sales tax collected.
- The rebate is capped at \$8,675.90 - the amount needed to compensate for the original agreement's shortfall.

This initiative aims to support local business growth while reinforcing economic development in the community.

STAFF RECOMMENDATION

Staff recommends ratification of the action taken by the Coweta City Council regarding an incentive agreement with Roy's Fried Chicken, Inc. for an amount not to exceed \$8,675.90, with

a funding source of 50% of the general sales tax collected from Roy's Fried Chicken, Inc.

ATTACHMENTS

1. 250505-Roy's Fried Chicken Economic Incentive Agreement Final

ECONOMIC INCENTIVE AGREEMENT

This Agreement is entered into by the Coweta Industrial Development Authority (“Authority”), an Oklahoma public trust, and the City of Coweta, Oklahoma (“City”), an Oklahoma municipal corporation, jointly (“Coweta”), and Roy's Fried Chicken, Inc., an Oklahoma corporation (“Company”).

RECITALS

1. On September 11, 2017, Coweta and the Company entered into a seven (7) year agreement (“Original Agreement”) containing the following recitals:

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

Lot 2, Block 1, QuikTrip No. 70, an addition to the City of Coweta, Wagoner County, State of Oklahoma, according to the recorded Plat thereof,

for the purpose of construction and operation of a full service dine-in and drive-thru restaurant.

2. *The City has approved a commercial use for the Property.*
3. *The Company desires to operate and/or maintain the aforesaid business located at 29266 East 141st Street South, Coweta, Oklahoma ("Facility").*
4. *Coweta by approval of this agreement, has made a legislative decision that a public purpose exists that supports the award of a sales tax rebate to Company. The benefits to the public include, but are not limited to:*
 - (a) *The redevelopment of property that has remained underutilized for a number of years, without significant economic activity;*
 - (b) *The creation of new jobs, with employment opportunities for the residents of the City, especially considering the limited employment opportunities in the area;*
 - (c) *The creation of additional sales tax opportunities, both as a direct result of the development and to the surrounding businesses that will benefit from the increased economic activity in the shopping center;*
 - (d) *Additional shopping opportunities for the residents of the City for the purpose of improving the quality of life of the residents of the City;*

(e) The City by approval of this agreement finds that there is a direct relationship between the amount of sales taxes generated by the Company and the economic benefit, jobs benefit, and quality of life benefit realized by the residents of the City.

2. However, that Original Agreement expired on September 11, 2024, without achieving its agreed, total reimbursement of two-hundred fifty-thousand dollars (\$250,000.00) in sales tax collections, due to the unprecedented economic impact of the 2020 COVID Pandemic, thus failing to capture a remainder of eight-thousand six-hundred seventy-five dollars and ninety cents (\$8,675.90) of its agreed incentive.

3. Premises considered, it is now the desire of Coweta and Company to fulfill their commitments contained in their Original Agreement by execution of this Agreement.

NOW THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Coweta and the Company agree as follows:

Section 1. City agrees that the Property may be used for the following purpose:

The Company, its successors, and assigns, shall continue to use the Property for the purpose of operating a dine-in and drive-thru restaurant as well as any other uses previously approved by the Coweta City Council.

Section 2. Sales Tax Contribution. For a period commencing May 1, 2025 and continuing until the remainder of the Original Agreement's eight-thousand six-hundred seventy-five dollars and ninety cents (\$8,675.90) economic incentive is reimbursed to Company, the Authority shall pay to the Company an amount equal to one and one-half cent (\$0.015) from every three cents (\$0.03) that the City receives in sales tax generated at the above-mentioned Facility (the "Sales Tax Contribution"). The sole funding for this Agreement and the obligation imposed upon the Authority shall be the Sales Tax Contribution received from the City, contingent upon the annual appropriation of funds by the Coweta City Council. Provided, this Sales Tax Contribution:

1. Shall apply only to sales taxes generated at the Facility.
2. Shall commence when the City first receives its May 2025 sales tax collections from the Company doing business on the Property.
3. Shall be paid by the City to the Authority and then from the Authority to the Company within thirty (30) days of each receipt by the City of its share of the sales tax collected by the State of Oklahoma by persons doing business on the Property.
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.
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 of this Agreement.

6. Shall cease when the Company has been reimbursed a total of eight thousand six hundred seventy-five dollars and ninety cents (\$8,675.90), after which this Agreement shall terminate.

Section 3. Records. The City shall maintain accurate records of all sales tax revenue received by the City directly for sales made by Company and 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 Authority 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.

Section 4. Miscellaneous.

1. Each individual and entity executing this Agreement represents and warrants that they have the capacity, power, and authority to bind the party on whose behalf they are executing this Agreement.
2. This Agreement is the entire agreement between the parties 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 in writing and duly executed by or on behalf of the agreeing parties. No waiver by any party of any breach 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 remain in full force and effect.
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 without impairing the legal effect of the signature(s), provided such signature page is attached to any other identical counterpart, except having additional signature pages executed by other parties to this Agreement attached.
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 and
Coweta Industrial Development Authority
ATTN: Julie Casteen, City Manager
P.O. Box 850
Coweta, OK 74429-0850

Roy's Fried Chicken, Inc.
ATTN: Ben Cole, President
29266 East 141st Street South
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, the Authority 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 have been induced by no representations, statements, warranties or agreements other than those expressly contained in this Agreement.
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 fair meaning and not strictly for or against any of the parties. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any of its provisions.
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.
13. This Agreement shall be binding upon and inure to the benefit of each of the parties 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 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, this Agreement shall not be deemed or construed to make the parties 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 in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of May 2025.

“COMPANY”

ROY'S FRIED CHICKEN, INC.

By: _____
Ben Cole, President

“CITY”

THE CITY OF COWETA, OKLAHOMA,

Naomi Hogue, Mayor

“AUTHORITY”

THE COWETA INDUSTRIAL
DEVELOPMENT AUTHORITY

Naomi Hogue, Chairman

ATTEST:

Marcy Kilgore, City Clerk

ATTEST:

Harold Chance, Trust Secretary

APPROVED AS TO FORM:

Patrick T. Boulden, City/Trust Attorney