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**AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, JULY 7, 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 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 ____ Joshua Wilburn ____ Lauren Givan ____ Caroline Martin ____
Jeremy Barnett ____

IV. GENERAL CITY COUNCIL COMMENTS

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

V. CITY MANAGER REPORT

1. NEW HIRES

Dalton Tolliver, 06/04/25 – Streets Equipment Operator
Keith Waag, 06/09/25 – GIS Technician
Christopher Rogan, 06/11/25 – Communications Officer
Zane Hedrick, 06/12/25 – Water Plant Operator
Tyler Bell, 06/23/25 – Seasonal Parks Maintenance
Jeffrey Lawmaster, 06/30/25 – Code Enforcement Officer
Tyler Stockton, 07/01/25 – Parks Maintenance
Perry Scroggins, 07/02/2025 – Streets Maintenance
Xander Williamson-Loudermilk, 07/03/25 – Water Plant Operator

VI. CONSENT

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

1. MINUTES OF REGULAR MEETING

Approval of the minutes of the Coweta City Council Regular meeting held on June 2, 2025.
(Marcy Kilgore, City Clerk/Treasurer)

2. **MINUTES OF THE JOINT SPECIAL MEETING**

Approval of the minutes of the Joint Special meeting held on June 2, 2025. *(Marcy Kilgore, City Clerk/Treasurer)*

3. **ANNUAL MOTOROLA SERVICE AGREEMENT**

Approval of an annual service agreement with Motorola for E911 Dispatch console maintenance. Annual cost: \$15,790.16.

Mike Bell, Police Chief

4. **ANNUAL PAYMENT TO UTILITY ASSOCIATES, INC. FOR BODY CAMERA SYSTEM**

Approval of the annual payment to Utility Associates, Inc. for Body Camera System. Annual cost: \$30,462.80.

Mike Bell, Police Chief

5. **COWETA BOARD OF ADJUSTMENT - APPOINTMENT OF JESSICA MORRIS**

Approval of the appointment of Jessica Morris to the Coweta Board of Adjustment.

Carolyn Back, Community Development Director

6. **COWETA BOARD OF ADJUSTMENT - APPOINTMENT OF DONALD VIETH**

Approval of the appointment of Donald Vieth to the Coweta Board of Adjustment.

Carolyn Back, Community Development Director

7. **COWETA PLANNING COMMISSION - APPOINTMENT OF JOANNA JONES**

Approval of the appointment of Joanna Jones to the Coweta Planning Commission.

Carolyn Back, Community Development Director

8. **COWETA PLANNING COMMISSION - APPOINTMENT OF KRISTI RENTIE**

Approval of the appointment of Kristi Rentie to the Coweta Planning Commission.

Carolyn Back, Community Development Director

9. **COWETA PLANNING COMMISSION - APPOINTMENT OF LINDA DYER**

Approval of the appointment of Linda Dyer to the Coweta Planning Commission.

Carolyn Back, Community Development Director

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

VIII. ADMINISTRATION

1. **RESOLUTION 2025-21 - BRIDGE REPLACEMENT OVER COWETA CREEK ON EAST 141ST STREET SOUTH**

Discuss and consider action on the adoption of Resolution 2025-21, a Resolution of the City Council of the City of Coweta, Oklahoma; authorizing the City of Coweta to participate in the Oklahoma Department of Transportation bridge project for NPI 16391, project number BRO-273D(124)CB, State Job Piece Number 38749(04), and authorizing the City Manager to execute all documents related to the project.

Julie Casteen, City Manager

2. **RESOLUTION 2025-22 - BRIDGE REPLACEMENT OVER COWETA CREEK ON WEST SYCAMORE STREET EAST OF BIXBY STREET**

Discuss and consider action on the adoption of Resolution 2025-22, a Resolution of the City Council of the City of Coweta, Oklahoma; authorizing the City of Coweta to participate in the Oklahoma Department of Transportation bridge project for NBI 22497, project number BRO-273D(123)CB, State Job Piece Number 38747(04), and authorizing the City Manager to execute all documents related to the project.

Julie Casteen, City Manager

3. **RESOLUTION 2025-19 - ACCEPTING INFRASTRUCTURE 273RD E AVE FOR COWETA TRAILS II**

Discuss and consider action on the adoption of Resolution 2025-19, a Resolution of the City Council of the City of Coweta, Oklahoma; accepting as dedicated public improvements certain roads and related infrastructure as shown on the final plat for the Coweta Trails subdivision, located in Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Carolyn Back, Community Development Director

4. **ORDINANCE 903 - AMENDING SECTION 2-2-1 PROVIDING FOR THREE ALTERNATE PLANNING COMMISSION MEMBERS**

Discuss and consider action related to proposed ordinance No. 903, an ordinance of the City of Coweta, Oklahoma; amending Coweta City Code, Title 2, "Boards and Commissions", Chapter 2-2, "Planning Commission", Section 2-2-1, "Commission Created; Membership; Terms of Office; Vacancies"; providing for three (3) alternate members of the Planning Commission to participate in meetings during the temporary absence of regular members of the Commission and that absence prevents the presence of a three (3) member quorum; providing that any regular or alternate member of the Commission may be removed for inefficiency, neglect of duty, or malfeasance in office by the Mayor, after a public hearing before the Council; providing for severability; and declaring an emergency.

Carolyn Back, Community Development Director

5. **ORDINANCE 904 - AMENDING SECTION 12-3B-1 PROVIDING FOR THREE ALTERNATE BOARD OF ADJUSTMENT MEMBERS**

Discuss and consider action related to proposed ordinance No. 904, an ordinance of the City of Coweta, Oklahoma; amending Coweta City Code, Title 12, "Zoning", Chapter 12-3, "Administration and Enforcement", Article 12-3B, "Board of Adjustment; Appeals", Section 12-3-B1, "Board Established; Members; Appointment; Term"; providing for three (3) alternate members of the Board of Adjustment to participate in meetings during the temporary absence of regular members of the Board and that absence prevents the presence of a three (3) member quorum; providing that any regular or alternate member of the Board may be removed for inefficiency, neglect of duty, or malfeasance in office by the Mayor, after a public hearing before the Council; providing for severability; and declaring an emergency.

Carolyn Back, Community Development Director

6. **RESOLUTION 2025-20 - ANNEXATION FOR E 101ST ST S AND S 273RD E AVE**

Discuss and consider action on the adoption of Resolution 2025-20, a Resolution of the City Council of the City of Coweta, Oklahoma; initiating procedures for the annexation of

territory into the city limits; generally describing the subject territory as land south of East 101st Street, north of East 106th Street, east of 264th East Avenue, west of 273rd East Avenue, and bordering State Highway 351 (the Muskogee Turnpike) to the southwest, all lying within the Northeast Quarter of Section 26, Township 18-North, Range 15-East of the Indian Base and Meridian, within Wagoner County, State of Oklahoma; more particularly identifying the subject property in the legal description and map attached as Exhibits "A.1" and "A.2"; setting a public hearing on the proposed annexation for Monday, August 4, 2025, at 6:00 P.M., in Coweta City Hall; directing the City Manager to take certain actions on behalf of the City Council to comply with Oklahoma annexation laws, Title 11, Oklahoma Statutes, Sections 21-101 et seq.; and thereafter authorizing the council to lawfully consider and act on the proposed annexation.

Carolyn Back, Community Development Director

IX. NEW BUSINESS

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

X. 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 REGULAR MEETING
JUNE 2, 2025, 6:18 P.M.**

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The members of the Coweta City Council met in regular session on Monday, June 2, 2025, at 6:18 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

III. GENERAL CITY COUNCIL COMMENTS

Mayor Hogue reminded everyone that school was out for the summer and to be watchful of kids out playing. Mayor Hogue also expressed that the mixer with MCN went great and it was a great chance to visit and get to know one another. Vice Mayor Chance told everyone to stay dry.

IV. CITY MANAGER REPORT

City Manager Julie Casteen updated Council members on current projects and upcoming work taking place throughout the city. The City Manager also announced the City Engineer is working on plans for street improvements to South 257th East Avenue south of State Highway 51. We hope to collaborate with Wagoner County on the project. In addition, a sidewalk project on Pecan Street from Hwy 72 to South 305th East Avenue just began and will take approximately three to four months to complete, adding over 1.6 miles of sidewalk to connect the downtown area to the high school.

No action taken by Council.

V. CONSENT

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

1. Approval of the minutes of the Coweta City Council Regular meeting held on May 5, 2025.
2. Approval of Declaration of Surplus on the following items and authorizing the City Manager to dispose of accordingly:

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 2, 2025, 6:18 P.M.**

1. 13-1867- Police 2013 Dodge Charger
2. 11-5836- Streets 2011 Ford F150 Crew Cab
3. Streets Rhino DB150 Ditch Bank
4. Streets Backhoe Ditching Bucket
3. Approval and authorization for the mayor to sign a contract with KI BOIS Community Action Foundation in the amount of \$50,000.00 for the provision of transportation services within the City of Coweta, Oklahoma.
4. Approval of the quarterly financial results and operational activities of the City of Coweta's 911 System for the quarter ending March 31, 2025, in accordance with 63 O.S. §2868 v2 (H).
5. Approval of the adoption of Resolution 2025-17, a resolution of the City council of the City of Coweta, Oklahoma, whereby the City of Coweta, Oklahoma, agrees to make payments to the Coweta Public Works Authority in amount sufficient to pay principal and interest on the Authority's 2016 Utility System Revenue Bonds.
6. Approval of the School Resource Officer MOU, an Understanding of Services provided by the Coweta Police Department to the Coweta Public Schools.
7. Approval of a 12-month lease for storage of Fire Department and Public Works Department equipment.
8. Confirmation of the reappointment of Linda Dyer to the Coweta Board of Adjustments by the Mayor of the City of Coweta, Oklahoma, for a term ending June 1, 2028

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

VI. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

VII. ADMINISTRATION

1. **ECONOMIC DEVELOPMENT SUPPORT FOR GREAT SCOTT FIREWORKS DISPLAY**

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 2, 2025, 6:18 P.M.**

Julie Casteen led discussion and requested possible action related to the approval economic development support of the Great Scott Fireworks Display to be held at the Broken Arrow Roundup Club arena on June 15, 2025.

Motion by Harold Chance, second by Naomi Hogue to approve a request for economic development support of the Great Scott Fireworks display to be held at the Broken Arrow Roundup Club arena on June 15, 2025 with the conditions that all vendors will need a permit from City Hall, the fireworks must be residential grade, and that security and parking attendants will be used at the event.

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

2. CROSSROADS COMMUNICATIONS AGREEMENT

Julie Casteen led discussion and requested possible action related to the approval of a professional services agreement with Crossroads Communication, LLC for public relations consulting and direction to the City Manager to execute all necessary documents.

Motion by Harold Chance, second by Naomi Hogue to approve a professional services agreement with Crossroads Communication, LLC for public relations consulting and direction to the City Manager to execute all necessary documents.

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

3. BEER IN THE PARK PERMIT

Julie Casteen led discussion and requested possible action related to approval of a permit for Beer in Park for an adult softball league at the Coweta Sports Complex.

Motion by Harold Chance, second by Naomi Hogue to approve a permit for Beer in Park for an adult softball league at the Coweta Sports Complex.

Aye: Harold Chance
Naomi Hogue
Lauren Givan

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 2, 2025, 6:18 P.M.**

Caroline Martin
Jeremy Barnett

4. RESOLUTION 2025-12 ON FY26 BUDGET ADOPTION

Julie Casteen led discussion and requested possible action related to Adoption of Resolution 2025-12, a resolution of the City Council of the City of Coweta, Oklahoma; adopting the budget for the General Fund, the Street and Alley Fund, the Cemetery Fund, the Library Fund, the Rural Fire Fund, the Self Insurance Fund, the E-911 Fund, the Grant Fund, and the Capital Improvement Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026; and providing for the investments of these funds.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2025-12, a resolution of the City Council of the City of Coweta, Oklahoma; adopting the budget for the General Fund, the Street and Alley Fund, the Cemetery Fund, the Library Fund, the Rural Fire Fund, the Self Insurance Fund, the E-911 Fund, the GRANT Fund, and the Capital Improvement Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026; and providing for the investments of these funds.

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

5. JOINT RESOLUTION 2025-15 MASTER FEE SCHEDULE

Julie Casteen led discussion and requested possible action related to adoption of Resolution 2025-15, a joint resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, Coweta Public Works Authority, and the Coweta Industrial Development Authority to be effective July 1, 2025.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2025-15, a joint resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, Coweta Public Works Authority, and the Coweta Industrial Development Authority to be effective July 1, 2025.

Aye: Harold Chance
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Lauren Givan
Caroline Martin
Jeremy Barnett

6. CUSTOM CAB RESCUE TRUCK

Julie Casteen led discussion and requested possible action related to approval of the purchase of a Custom Cab Truck from Summit Fire Apparatus in the amount of \$618,000.00.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of a Custom Cab Truck from Summit Fire Apparatus in the amount of \$618,000.00.

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

7. RESOLUTION 2025-11 OHIO STATE COOPERATIVE PURCHASING PROGRAM

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-11, a resolution of the City Council of the City of Coweta, Oklahoma; authorizing the City of Coweta to participate in the State of Ohio's Cooperative Purchasing Program.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2025-11, a resolution of the City Council of the City of Coweta, Oklahoma; authorizing the City of Coweta to participate in the State of Ohio's Cooperative Purchasing Program.

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

8. RESOLUTION 2025-16 TSET LECACY GRANT APPLICATION WITH FUNDING MATCH

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-16, a resolution of the City Council of the City of Coweta, Oklahoma, authorizing an application for the TSET Legacy Grant program and committing matching funds.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Motion by Harold Chance, second by Naomi Hogue to approve of the adoption of Resolution 2025-16, a resolution of the City Council of the City of Coweta, Oklahoma; authorizing an application for the TSET Legacy Grant program and committing matching funds.

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

9. CITY OF COWETA MISSION STATEMENT

Julie Casteen led discussion and requested possible action related to approval of the adoption of a Mission Statement for the City of Coweta.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of a Mission Statement for the City of Coweta.

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

10. ORDINANCE 902 – RESTRICTIONS ON TOBACCO AND VAPOR PRODUCTS

Julie Casteen led discussion and requested possible action related to approval an ordinance of the City of Coweta, Oklahoma; amending Coweta City Code, Title 5, “Health, Sanitation and Environment,” Chapter 5-5, “Use of Tobacco and Vapor Products”; re-titling this chapter as “Restriction on Tobacco and Vapor Products”; creating a new Article 5-5A, titled “Tobacco and Vapor Products Use on City Property Prohibited”; specifically repealing Title 7, “Offenses and Crimes,” Chapter 7-7, “Minors,” Article 7-7B, “Tobacco and Vapor Products to Minors”, enacting a new Article 5-5B, “Prevention of Youth Access to Tobacco and Vapor Product”; providing for severability , and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of an ordinance of the City of Coweta, Oklahoma; amending Coweta City Code, Title 5, “Health, Sanitation and Environment,” Chapter 5-5, “Use of Tobacco and Vapor Products”; re-titling this chapter as “Restriction on Tobacco and Vapor Products”; creating a new Article 5-5A, titled “Tobacco and Vapor Products Use on City Property Prohibited”; specifically repealing Title 7, “Offenses and Crimes,” Chapter 7-7, “Minors,” Article 7-7B, “Tobacco and Vapor Products to Minors”, enacting a new Article 5-5B, “Prevention of Youth Access to Tobacco and Vapor Product”; providing for severability , and declaring an emergency.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Aye: Harold Chance
Naomi Hogue
Lauren Givan
Caroline Martin
Jeremy Barnett

11. DECLARATION OF AN EMERGENCY ORDINANCE 902

Julie Casteen led discussion and requested possible action related to declaring an emergency regarding Ordinance 902, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue to approve the declaration of an emergency regarding Ordinance 902, making it effective immediately upon passage and approval.

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

12. FY25 AUDIT PROPOSAL

Assistant City Manager McKay Hale led discussion and requested possible action related to the acceptance of a proposal from Hinkle & Company, PC to provide auditing services for the fiscal year ending June 30, 2025, in the amount of \$34,500.00, with half being paid by the Coweta Public Works Authority, and authorization for the Mayor and City Manager to accept and sign all documents related to the engagement.

Motion by Harold Chance, second by Naomi Hogue to approve the acceptance of a proposal form Hinkle & Company, PC to provide auditing services for the fiscal year ending June 30, 2025, in the amount of \$34,500.00, with half being paid by the Coweta Public Works Authority, and authorization for the Mayor and City Manager to accept and sign all documents related to the engagement.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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13. PURCHASE OF STORMWATER PIPE FOR REPAIRS TO ROLAND PARK

Public Works Director Edgar Barroso led discussion and requested possible action related to approval of the purchase of 360 linear feet of 36" HDPE pipe at a total cost of \$17,830.80, budgeted in account 01-5209.015.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of 360 linear feet of 36" HDPE pipe at a total cost of \$17,830.80, budgeted in account 01-5209.015.

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

**14. EMERGENCY STREET REPAIRS ON 289TH EAST AVENUE SOUTH OF
HICKORY STREET**

Edgar Barros led discussion and requested possible action related to approval of emergency street repairs at 289th E Ave south of Hickory Street.

Motion by Harold Chance, second by Naomi Hogue to approve emergency street repairs at 289th E Ave south of Hickory Street.

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

15. WSB STORMWATER CONTRACT APPROVAL

Community Development Director Carolyn Back led discussion and requested possible action related to approval to enter into a professional services agreement with WSB, LLC for \$41,000.00 to become the designated City of Coweta Stormwater Management consultant.

Motion by Harold Chance, second by Naomi Hogue to approve to enter into a professional services agreement with WSB, LLC for \$41,000.00 to become the designated City of Coweta Stormwater Management consultant and giving direction to the City Manager to execute all necessary documents.

Aye: Harold Chance
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Lauren Givan
Caroline Martin
Jeremy Barnett

16. ORDINANCE 898 – BOWMAN DENTAL PARTIAL ALLEY CLOSURE

Caroline Back led discussion and requested possible action related to adoption of Ordinance 898, an ordinance of the City of Coweta, Oklahoma; closing a portion of a public alleyway located south of Lots 8 through 12, Block 34, within the “New Coweta City” subdivision of the City of Coweta and extending west from State Highway 51 to North Fairland Avenue, all more particularly described in this ordinance and depicted on the attached Exhibit “A”; providing for severability; and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Ordinance 898, an ordinance of the City of Coweta, Oklahoma; closing a portion of a public alleyway located south of Lots 8 through 12, Block 34, within the “New Coweta City” subdivision of the City of Coweta and extending west from State Highway 51 to North Fairland Avenue, all more particularly described in this ordinance and depicted on the attached Exhibit “A”; providing for severability; and declaring an emergency.

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

17. DECLARATION OF AN EMERGENCY ORDINANCE 898

Caroline Back led discussion and requested possible action related to declaring an emergency regarding Ordinance 898, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue to approve a declaration on an emergency regarding Ordinance 898, making it effective immediately upon passage and approval.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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18. BOWMAN OF COWETA – FINAL PLAT

Carolyn Back led discussion and requested possible action related to a request for final plat approval of Bowman of Coweta, a subdivision within the City of Coweta, of approximately 0.442 acres, One Lot and One Block. Located in Section eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma. The land is zoned General Commercial (CG).

Motion by Harold Chance, second by Naomi Hogue to approve a request for final plat approval of Bowman of Coweta, a subdivision within the City of Coweta, of approximately 0.442 acres, One Lot and One Block. Located in Section eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma with the exception that the City of Coweta must inspect the new fire hydrant. The land is zoned General Commercial (CG).

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

19. ORDINANCE 899 – VILLA HOMES PARTIAL 7.5 FT DRAINAGE EASEMENT CLOSURE

Carolyn Back led discussion and requested possible action related to the adoption of Ordinance 899, an ordinance of the City of Coweta, Oklahoma; closing a two-foot (2) portion of a seven and one half foot (7.5) drainage easement located along the west lot line of Lot 10, Block 6, Wynstone-Phase 3 subdivision of the City of Coweta, that lot having the street address of 28051 E 109th Street, all as more particularly described in this ordinance and depicted on attached Exhibit “A”; providing for severability and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Ordinance 899, an ordinance of the City of Coweta, Oklahoma; closing a two-foot (2) portion of a seven and one half foot (7.5) drainage easement located along the west lot line of Lot 10, Block 6, Wynstone-Phase 3 subdivision of the City of Coweta, that lot having the street address of 28051 E 109th Street, all as more particularly described in this ordinance and depicted on attached Exhibit “A”; providing for severability and declaring an emergency.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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20. DECLARATION OF AN EMERGENCY ORDINANCE 899

Carolyn Back led discussion and requested possible action related to declaring an emergency regarding Ordinance 899, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue to approve a declaration of emergency regarding Ordinance 899, making it effective immediately upon passage and approval.

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

**21. ORDINANCE 901 – AMENDMENT OF SECTIONS 13-4-4 AND 13-7-8
SUBDIVISION REGULATIONS**

Carolyn Back led discussion and requested possible action related to the adoption of Ordinance 901, an ordinance of the City of Coweta of Coweta, Oklahoma; amending Coweta City Code Title 13, “Subdivisions”, Chapter 13-4 “Required Improvements and Improvement Standards”; amending Section 13-7-4, titled “Contractor Bond and Insurance”; re-naming Section 13-7-4 to “Subdivider’s Performance Bond or Escrow Account: and clarifying the purposes of such bonds and accounts; amending Section 13-7-8, titled “Maintenance Bond”; re-naming Section 13-7-8 to “Subdivider’s Maintenance Bond”; increasing the amount of maintenance bond to 100 percent of the cost of construction for certain improvement and clarifying the purpose of maintenance bonds; providing for the protection of existing rights and remedies; providing for severability; and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Ordinance 901, an ordinance of the City of Coweta of Coweta, Oklahoma; amending Coweta City Code Title 13, “Subdivisions”, Chapter 13-4 “Required Improvements and Improvement Standards”; amending Section 13-7-4, titles “Contractor Bond and Insurance”; re-naming Section 13-7-4 to “Subdivider’s Performance Bond or Escrow Account: and clarifying the purposes of such bonds and accounts; amending Section 13-7-8, titled “Maintenance Bond”; re-naming Section 13-7-8 to “Subdivider’s Maintenance Bond”; increasing the amount of maintenance bond to 100 percent of the cost of construction for certain improvement and clarifying the purpose of maintenance bonds; providing for the protection of existing rights and remedies; providing for severability; and declaring an emergency.

Aye: Harold Chance
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Lauren Givan
Caroline Martin
Jeremy Barnett

22. DECLARATION OF AN EMERGENCY ORDINANCE 901

Carolyn Back led discussion and requested possible action related to declaring an emergency regarding Ordinance 901, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue to approve a declaration of emergency regarding Ordinance 901, making it effective immediately upon passage and approval.

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

23. PUBLIC HEARING ANNEXATION

Public Hearing to receive public comment on a request for annexation of 160-acres into the City Limits of Coweta, Oklahoma, by consent of the applicant owner; describing the subject property as follows; The Southwest Quarter (SW/4) of Section Thirty-Three b(33), Township Eighteen (18)North, Range Fifteen (15) East, Wagoner County, State of Oklahoma.

Mayor Hogue called the Public Hearing to order at 7:01 p.m.

Public Comments were received from Everett Crawford, Clayton Calvert, and Joshua Hughes.

Comments of concern included annexation creating too much traffic in the area, the city having trouble maintaining roadways already, the County has already rebuilt the current road at least three times over the last ten years and if the City was prepared to do the same. Other concerns were that building a maximum of 780 houses on the 160 acres will beat the roads in the area to pieces, Broken Arrow already must assist the Coweta Fire Department and fears what will be done to help the Coweta Police Department if the annexation goes through.

Mayor Hogue pointed out that not all 780 homes will be built at once, that they would be phased in.

The property owner addressed the Council and the public stating that the land had been in his family for many years, but that they must dissolve the property now. He said the

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 2, 2025, 6:18 P.M.**

development would certainly come in phases while expecting some growing pains along the way. However, he strongly argued that he would not allow something to come into the area that he himself could not be proud of.

Police Chief Mike Bell pointed out to the public that the new Police Station would be going in near this area and that the City would be ready for the manpower needed once a development came in. He stated that rooftops do not equal tax money, but we can expect people living under those rooftops to spend their money in Coweta.

Councilmember Jeremy Barnett pointed out that the school district would not be expected to change with this annexation.

Councilmember Lauren Givan asked if we were certain that it would be 780 homes coming in for sure and what the expected lot sizes for the development would be.

Carolyn Back stated that it would be a maximum of 780 homes and that there was not a plat or PUD done for the development yet.

Mayor Hogue assured the public that the City does have the power to apply certain restrictions when approving plats and PUDs.

Mayor Hogue closed the Public Hearing at 7:14 p.m.

**24. ORDINANCE 900 – ANNEXATION 160 ACRES NORTHEAST CORNER OF
121ST AND S 225TH E AVE**

Carolyn Back led discussion and requested possible action related to the adoption of Ordinance 900, an ordinance of the City of Coweta, Oklahoma; annexing territory described as all of the Southwest Quarter (SW/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, into the corporate limits of the City of Coweta, Oklahoma; describing the annexed territory by legal description in this ordinance, and by a map which is attached as Exhibit “A”, providing that the territory shall be subject to the jurisdiction, control and ordinances of the City; directing certain required notifications; providing for severability; and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Ordinance 900, an ordinance of the City of Coweta, Oklahoma; annexing territory described as all of the Southwest Quarter (SW/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, into the corporate limits of the City of Coweta, Oklahoma; describing the annexed territory by legal description in this ordinance, and by a map which is attached as Exhibit “A”, providing that the territory shall be subject to the jurisdiction, control and ordinances of the City; directing certain required notifications; providing for severability; and declaring an emergency.

Aye: Harold Chance

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 2, 2025, 6:18 P.M.**

Naomi Hogue
Caroline Martin

Nay: Lauren Givan
Jeremy Barnett

25. DECLARATION OF AN EMERGENCY ORDINANCE 900

Carolyn Back led discussion and requested possible action related to declaring an emergency regarding Ordinance 900, making it effective immediately upon passage and approval.

Because a vote of at least three-fourths (3/4) was not obtained with Ordinance 900, the ordinance shall not become effective for thirty (30) days after passage and approval.

26. WARD 3 APPOINTMENT

Julie Casteen led discussion and requested possible action related to the appointments of a candidate to the Ward 3 Council seat, including discussion with applicants.

Motion by Harold Chance, second by Naomi Hogue to appoint Joshua Wilburn to Ward 3 council seat.

Aye: Harold Chance
Naomi Hogue
Lauren Givan

Nay: Carolyn Martin
Jeremy Barnett

VIII. NEW BUSINESS

No new business.

IX. ADJOURNMENT

Mayor Hogue adjourned the meeting at 7:23 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 2, 2025, 6:00 P.M.**

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, Oklahoma.

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 Monday, June 2, 2025, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

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

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

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

IV. Pledge of Allegiance given

V. ROLL CALL

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

VI. PUBLIC HEARING

1. JOINT PUBLIC HEARING FY26 PROPOSED BUDGET

City/Trust Manager Julie Casteen discussed the proposed Operating/Capital budget for all funds and Trust Authorities for the fiscal year ending June 30, 2026 (FY26). Important items discussed included: a 3.5% COLA increase for all non-contractual employees, a 3% increase for PWA utility rates and other service fees, with an additional increase of at least 3% planned in subsequent years to cover increase in operating costs, an additional \$1.00 added to monthly sewer rates to assist with debt service tied to sewer plant expansion and improvements, an investment of \$300,788 for public safety equipment and vehicles, \$10.5 million for the new fire station and \$8.2 million for a new police station, \$300,000 for general roadway repaving projects, \$850,000 for Roland Park improvements, and \$50,000 for sports complex improvements.

Other than the discussion, no action was taken.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 2, 2025, 6:00 P.M.**

VII. ADJOURNMENT

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

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 6:17 p.m.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 6:17 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, City Clerk

Naomi Hogue, CIDA Chairman

, CIDA Secretary



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: Mike Bell, Police Chief
Re: **ANNUAL MOTOROLA SERVICE AGREEMENT**
Date: July 7, 2025

BACKGROUND

This agreement ensures that all radio consoles within the E-911 Center are working properly.

STAFF RECOMMENDATION

Staff recommends approval of an annual service agreement with Motorola for E911 Dispatch console maintenance in the amount of \$15,790.16, and authorization for the mayor to sign all documents related to the agreement.

ATTACHMENTS

1. Motorola Solutions Service Agreement 2025-2026



SERVICE AGREEMENT

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

Contract Number: USC000073448
Contract Modifier: RN04-JUL-2025

Date: 06-MAY-2025

Company Name: Coweta, City Of
Attn.: Michael Bell
Billing Address: 212 N Broadway
City, State, Zip Code: Coweta, OK 74429
Customer Contact: Michael Bell
Phone: 918-486-2121

P.O.#: N/A
Customer #: 1036881177
Bill to Tag#: 0003
Contract Start Date: 01-JUL-2025
Contract End Date: 30-JUN-2026
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$121.55	\$1,458.55
	SVC01SVC0140A	REMOTE SUS	\$69.89	\$838.64
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$41.28	\$495.41
	SVC04SVC0016C	SUS	\$256.23	\$3,074.74
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$826.90	\$9,922.82
Sub Total			\$1,315.85	\$15,790.16
Taxes			\$0.00	\$0.00
Grand Total			\$1,315.85	\$15,790.16
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

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

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

Customer Support Manager		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

WALTER LESLIE	+1(405)2871843
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name	: Coweta, City Of
Contract Number	: USC000073448
Contract Modifier	: RN04-JUL-2025
Contract Start Date	: 01-JUL-2025
Contract End Date	: 30-JUN-2026

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

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

Section 11. LIMITATION OF LIABILITY

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

Cybersecurity Online Terms Acknowledgement

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

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

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

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

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

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



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: Mike Bell, Police Chief

Re: **ANNUAL PAYMENT TO UTILITY ASSOCIATES, INC. FOR BODY CAMERA SYSTEM**

Date: July 7, 2025

BACKGROUND

The Coweta Police Department is in the second year of an agreement with Utility Associates, Inc. for a body camera system, which includes 25 body cameras and storage.

STAFF RECOMMENDATION

Staff recommends approval of the annual payment of \$30,462.80 to Utility Associates, Inc. budgeted in account 01-5325.007.

ATTACHMENTS

1. Invoice Utility 2025-2026



UTILITY.

Invoice

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Date 5/6/2025
Invoice# UAS-47111
Customer Coweta OK Police
Terms Net 30
Due Date 6/5/2025
PO #
Sales Rep Mark Osborn
Created From Sales Order #48875

Bill To

Coweta Police Department
212 North Broadway
Coweta OK 74429
United States

Ship To

Coweta Police Department
212 North Broadway
Coweta OK 74429
United States

Item	Description	Qty Shipped	Back Ordered	Price Each	Amount
EOS-COM-H/S-5	EOS Camera and Mount, Holster Sensor, CAD Activation, Media Controller, USB-C Breakaway Charging Cable, Rocket High Speed Mobile Communications Hub, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years	18			\$34,776.00
EOS-H/S-5	EOS Camera and Mount, Media Controller, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years	7			\$8,848.00
EOS-SPARE	EOS Intelligent Body Camera HaaS - Spare Pool	1	0	\$0.00	\$0.00

For inquiries, please use the following contact info:

~New Orders - orders@utility.com
~Existing Orders - insidesales@utility.com
~Accounting - accounting@utility.com

Any other questions may be directed to 800-597-4707 Option 2

577 -

ABA# 031207607
PNC Bank, N.A.
East Brunswick, NJ 08816
SWIFT Code PNCCUS33
Account Information:
Utility Associates, Inc.
Account# 8026405918

Subtotal \$43,624.00
Discount \$(13,161.20)
Subtotal \$30,462.80
Tax (%) \$0.00
Total \$30,462.80
Amount Due \$30,462.80

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to clientsuccess@utility.com



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: Carolyn Back, Community Development Director

Re: **COWETA BOARD OF ADJUSTMENT - APPOINTMENT OF JESSICA MORRIS**

Date: July 7, 2025

BACKGROUND

Jessica Morris currently serves on the Planning Commission and has agreed to serve on the Board of Adjustment. Patrick Boulden, our City Attorney, has interpreted State Statute 51 O.S. Section 6, for Dual Office Holding for municipal governments. Any person holding a municipal office or position who is a member of a board or commission that relates to municipal government and is created by a political subdivision of this state, except where duties of the offices or positions conflict, may hold more than one office.

This Dual Office Holding will assist staff and our applicants in securing a quorum for both our Planning Commission and Board of Adjustment meetings.

STAFF RECOMMENDATION

Staff requests approval.

ATTACHMENTS

None



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: Carolyn Back, Community Development Director

Re: **COWETA BOARD OF ADJUSTMENT - APPOINTMENT OF DONALD VIETH**

Date: July 7, 2025

BACKGROUND

Donald Vieth currently serves on the Planning Commission and has agreed to serve on the Board of Adjustment. Patrick Boulden, our City Attorney, has interpreted State Statute 51 O.S. Section 6, for Dual Office Holding for municipal governments. Any person holding a municipal office or position who is a member of a board or commission that relates to municipal government and is created by a political subdivision of this state, except where duties of the offices or positions conflict.

This Dual Office Holding will assist staff and our applicants in securing a quorum for both our Planning Commission and Board of Adjustment meetings.

STAFF RECOMMENDATION

Staff requests approval.

ATTACHMENTS

None



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

Memorandum

To: Honorable Mayor and City Council

From: Carolyn Back, Community Development Director

Re: **COWETA PLANNING COMMISSION - APPOINTMENT OF JOANNA JONES**

Date: July 7, 2025

BACKGROUND

Joanna Jones currently serves on the Board of Adjustment and has agreed to serve on the Planning Commission. Patrick Boulden, our City Attorney, has interpreted State Statute 51 O.S. Section 6, for Dual Office Holding for municipal governments. Any person holding a municipal office or position who is a member of a board or commission that relates to municipal government and is created by a political subdivision of this state, except where duties of the offices or positions conflict, may hold more than one office.

This Dual Office Holding will assist staff and our applicants in securing a quorum for both our Planning Commission and Board of Adjustment meetings.

STAFF RECOMMENDATION

Staff requests approval.

ATTACHMENTS

None



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: Carolyn Back, Community Development Director

Re: **COWETA PLANNING COMMISSION - APPOINTMENT OF KRISTI RENTIE**

Date: July 7, 2025

BACKGROUND

Kristi Rentie currently serves on the Board of Adjustment and has agreed to serve on the Planning Commission. Patrick Boulden, our City Attorney, has interpreted State Statute 51 O.S. Section 6, for Dual Office Holding for municipal governments. Any person holding a municipal office or position who is a member of a board or commission that relates to municipal government and is created by a political subdivision of this state, except where duties of the offices or positions conflict, may hold more than one office.

This Dual Office Holding will assist staff and our applicants in securing a quorum for both our Planning Commission and Board of Adjustment meetings.

STAFF RECOMMENDATION

Staff requests approval.

ATTACHMENTS

None



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: Carolyn Back, Community Development Director

Re: **COWETA PLANNING COMMISSION - APPOINTMENT OF LINDA DYER**

Date: July 7, 2025

BACKGROUND

Linda Dyer currently serves on the Board of Adjustment and has agreed to serve on the Planning Commission. Patrick Boulden, our City Attorney, has interpreted State Statute 51 O.S. Section 6, for Dual Office Holding for municipal governments. Any person holding a municipal office or position who is a member of a board or commission that relates to municipal government and is created by a political subdivision of this state, except where duties of the offices or positions conflict, may hold more than one office.

This Dual Office Holding will assist staff and our applicants in securing a quorum for both of our Planning Commission and Board of Adjustment meetings.

STAFF RECOMMENDATION

Staff requests approval.

ATTACHMENTS

None



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 2025-21 - BRIDGE REPLACEMENT OVER COWETA CREEK ON EAST 141ST STREET SOUTH**

Date: July 7, 2025

BACKGROUND

The Oklahoma Department of Transportation (ODOT) has agreed to fund the replacement of a City bridge over Coweta Creek on East 141st Street South, approximately 0.13 miles west of the Muskogee Turnpike. ODOT will fully fund this project through the Bridge Formula Program.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2025-21.

ATTACHMENTS

1. ODOT Bridge Project_NBI16391 Map
2. 250707-ODOT Bridge Project East 141 St South NBI 16391 Reso 2025-21

ODOT Bridge Project

BRO-273D(124)CB, State Job Piece Number 38749(04)

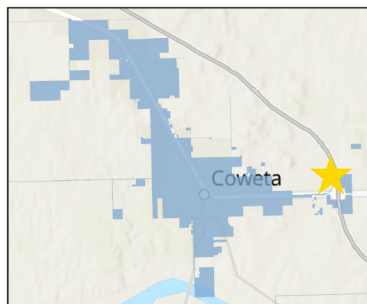


Legend

★ NBI16391

— Roads

▭ Parcels



Inset Map: General location of site area

 CITY OF
Coweta



0 412.5 825 1,650 2,475 Feet

Date Exported: 7/2/2025 11:48 AM

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2025-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; AUTHORIZING THE CITY OF COWETA TO PARTICIPATE IN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION BRIDGE PROJECT FOR NPI 16391, PROJECT NUMBER BRO-273D(124)CB, STATE JOB PIECE NUMBER 38749(04), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE PROJECT.

WHEREAS, it is in the best interest of the City of Coweta (Sponsor) to execute that certain Project for the Bridge Formula Program for BFP: CITY BRIDGE IN COWETA OVER CREEK ON E 141ST ST S .13 MILES W OF MUSKOGEE TRNPK NBI 16391, Project Number BRO-273D(124)CB, State Job Piece Number 38749(04), by and between the City of Coweta and the Oklahoma Department of Transportation (the Department); and

WHEREAS, the Sponsor agrees to work with the Department to replace NBI 16391, that the Sponsor agrees to assist the Department in meeting all federal requirements, and that the Sponsor maintains maintenance responsibility for the bridge.

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

Section 1. The City of Coweta is hereby authorized to execute the above-described project on behalf of the City of Coweta, and duly signed by the City Council on this 7th Day of July, 2025.

Section 2. That the City Manager is hereby authorized to sign all documents related to the project.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS 7th DAY OF JULY 2025.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, Interim City Attorney

ATTEST:

Marcy Kilgore, City Clerk



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 2025-22 - BRIDGE REPLACEMENT OVER COWETA CREEK ON WEST SYCAMORE STREET EAST OF BIXBY STREET**

Date: July 7, 2025

BACKGROUND

The Oklahoma Department of Transportation (ODOT) has agreed to fund the replacement of a City bridge over Coweta Creek on West Sycamore Street at South Bixby Street. ODOT will fully fund this project through the Bridge Formula Program.





STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2025-22.

ATTACHMENTS

1. ODOT Bridge Project_NBI22497 Map
2. 250707-ODOT Bridge Project West Sycamore and Bixby NBI 22497 Reso 2025-22

ODOT Bridge Project
BRO-273D(123)CB, State Job Piece Number 38747(04)

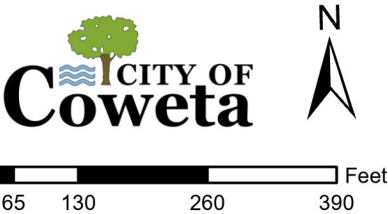
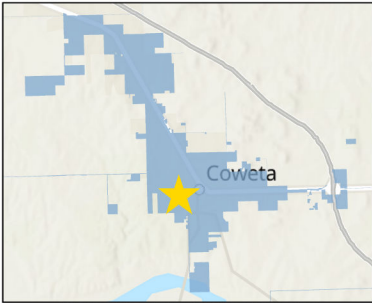


Legend

★ NBI22497

— Roads

□ Parcels



Date Exported: 7/2/2025 11:32 AM

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2025-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; AUTHORIZING THE CITY OF COWETA TO PARTICIPATE IN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION BRIDGE PROJECT FOR NBI 22497, PROJECT NUMBER BRO-273D(123)CB, STATE JOB PIECE NUMBER 38747(04), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE PROJECT.

WHEREAS, it is in the best interest of the City of Coweta (Sponsor) to execute that certain Project for the Bridge Formula Program for BFP: CITY BRIDGE IN COWETA OVER COWETA CREEK ON W SYCAMORE ST .01 MILES E OF S BIXBY ST NBI 22497, Project Number BRO-273D(123)CB, State Job Piece Number 38747(04), by and between the City of Coweta and the Oklahoma Department of Transportation (the Department); and

WHEREAS, the Sponsor agrees to work with the Department to replace NBI 22497, that the Sponsor agrees to assist the Department in meeting all federal requirements, and that the Sponsor maintains maintenance responsibility for the bridge.

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

Section 1. The City of Coweta is hereby authorized to execute the above-described project on behalf of the City of Coweta, and duly signed by the City Council on this 7th Day of July, 2025.

Section 2. That the City Manager is hereby authorized to sign all documents related to the project.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS 7th DAY OF JULY 2025.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, Interim City Attorney

ATTEST:

Marcy Kilgore, City Clerk



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: Carolyn Back, Community Development Director

Re: **RESOLUTION 2025-19 - ACCEPTING INFRASTRUCTURE 273RD E AVE FOR COWETA TRAILS II**

Date: July 7, 2025

BACKGROUND

Coweta Trails II has completed the construction of the 273rd road expansion with related infrastructure. Cowan Group Engineering has provided their final inspection report and letter recommending acceptance of 273rd and related infrastructure. The required 2-year 100% maintenance bonds have been provided.

STAFF RECOMMENDATION

Staff recommends acceptance with conditions recommended by staff and Cowan Group Engineering

ATTACHMENTS

1. Coweta Trails II Final Inspection - Approved 250627
2. Ltr-Back Approval - Coweta Trails II Infrastructure
3. 273rd Maintenance Bond 2 YR
4. Resolution 2025-19 Coweta Trails Roadway

MEMORANDUM



COWAN GROUP ENGINEERING, LLC
7100 N Classen, Suite 500
Oklahoma City, Oklahoma 73116
T 405.463.3369

June 27, 2025

To: Carolyn Back – Community Development Director – City of Coweta

From: Michael Taylor, PE/ Associate/ Team Lead – Cowan Group Engineering *GMT*

RE: Coweta Trails II – Final Walkthrough

The final inspection was completed on June 20th, 2025. An entire walk through was completed and the parties present at the inspection are as follows:

- Rickey Owens – Cowan Group Engineering
- Christopher Martinez - Hamilton Builders Contracting

All issues have been addressed.

ITEM	LOCATION	ISSUE
1	North end of 273rd	Asphalt damaged and holding water.
2	North end of 273rd	Rip rap is insufficient. Creek wall not stabilized or maintained.
3	Detention Pond	Trickle channel and outlet structure silted in.
4	Throughout Development	Curb and gutter saw joints are filled with silt and not sealed.
5	Throughout Development	Sod missing across the site and along sidewalk.
6	Dumpster at NE corner of 273rd	Concrete spill under the dumpster.
7	Along 273rd	Striping does not meet correct color patterns.
8	Waterline tap in 273 rd	Water valve lid has a hole in the lid.



June 27, 2025

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

**RE: Coweta Trails II
Final Construction – 273rd E. Avenue
Coweta, Oklahoma**

Dear Ms. Back:

CGE has completed its inspection of the Final Construction for the subject project.

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

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

Sincerely,

Cowan Group Engineering, LLC

A handwritten signature in blue ink that reads 'Michael Taylor'.

Michael Taylor, P.E.

GMT/grw

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC P.O BOX 14498 DES MOINES IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PUBLIC IMPROVEMENT MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 100423207

That Hamilton Builders Contracting, LLC

of Springfield, MO

as Principal, and the Merchants national bonding, inc as Surety are held and firmly bound unto
City of Coweta, Oklahoma

in the penal sum of Three Hundred Sixty Eight Thousand Eight Hundred Ninety Eight Dollars
(\$368,898.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 27 day of June, 2025.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Capstone at Coweta Trails - 273rd Extension - Road and Related Infrastructure

project in conformity with certain specifications; and

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

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

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

Hamilton Builders Contracting, LLC

Principal

By [Signature]

Approved _____

Merchants national bonding, inc

By _____

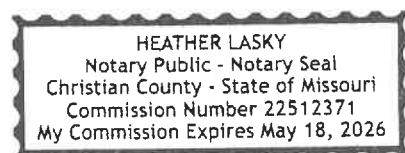
By [Signature]

Brittni Fisher, Attorney-In-Fact

Heather Lasky



CON 0765 (8/2020)



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Amanda Gibbs; Brian A Boyd; Brittni Fisher; Christy M Long; J Alan Rogers; Julie Scudder; Kevin Bruick; Landon Fisher; Matthew Perry; Mike Halter; Miki J Rogers

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2025.



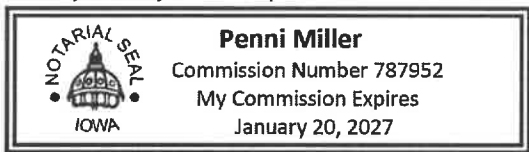
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27 day of June, 2025.



Elisabeth Sandersfeld
Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC P.O BOX 14498 DES MOINES IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PUBLIC IMPROVEMENT MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 100423207

That Hamilton Builders Contracting, LLC

of Springfield, MO

as Principal, and the Merchants national bonding, inc as Surety are held and firmly bound unto
City of Coweta, Oklahoma

in the penal sum of Three Hundred Sixty Eight Thousand Eight Hundred Ninety Eight Dollars
(\$368,898.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 27 day of June, 2025.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Capstone at Coweta Trails - 273rd Extension - Road and Related Infrastructure

project in conformity with certain specifications; and

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

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

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

Hamilton Builders Contracting, LLC

Principal

By

Approved _____

By _____

Merchants national bonding, inc

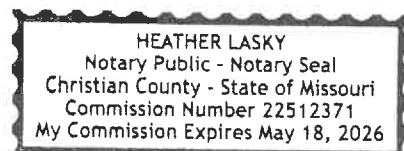
By

Brittni Fisher, Attorney-In-Fact



Heather Lasky

CON 0765 (8/2020)



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Amanda Gibbs; Brian A Boyd; Brittnei Fisher; Christy M Long; J Alan Rogers; Julie Scudder; Kevin Bruick; Landon Fisher; Matthew Perry; Mike Halter; Miki J Rogers

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

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

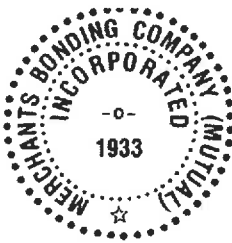
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2025.



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

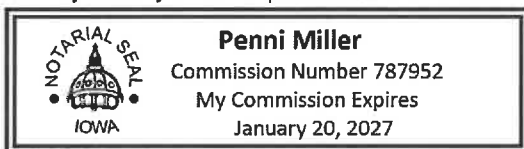
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Penni Miller

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27 day of June, 2025.



Elisabeth Sandersfeld

Secretary

MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC P.O BOX 14498 DES MOINES IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 100423207

That Hamilton Builders Contracting, LLC

of Springfield, MO

as Principal, and the Merchants national bonding, inc as Surety are held and firmly bound unto
City of Coweta, Oklahoma

in the penal sum of Three Hundred Sixty Eight Thousand Eight Hundred Ninety Eight Dollars
(\$368,898.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 27 day of June, 2025.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Capstone at Coweta Trails - 273rd Extension - Road and Related Infrastructure

project in conformity with certain specifications; and

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

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

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

Hamilton Builders Contracting, LLC

Principal

By

Approved _____

By _____

Merchants national bonding, inc

By

Brittni Fisher, Attorney-In-Fact

Heather Lasky

CON 0765 (8/2020)

HEATHER LASKY
Notary Public - Notary Seal
Christian County - State of Missouri
Commission Number 22512371
My Commission Expires May 18, 2026



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Amanda Gibbs; Brian A Boyd; Brittnei Fisher; Christy M Long; J Alan Rogers; Julie Scudder; Kevin Bruick; Landon Fisher; Matthew Perry; Mike Halter; Miki J Rogers

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2025.



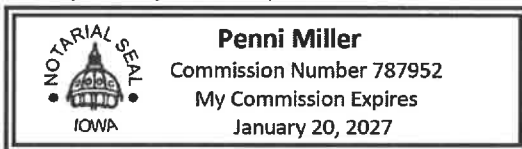
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27 day of June, 2025.



Elisabeth Sandersfeld
Secretary

RESOLUTION NO. 2025-19

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

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

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

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

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

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

Section 1. The roads and related infrastructure improvements within existing, dedicate right-of-way, in The Coweta Trails Subdivision for Coweta Trails II are formally accepted by the City of Coweta as public infrastructure.

THIS RESOLUTION IS APPROVED IN OPEN MEETING BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ON THIS 7TH DAY OF JULY 2025.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED AS TO FORM:

Patrick Boulden, City Attorney



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: Carolyn Back, Community Development Director

Re: **ORDINANCE 903 - AMENDING SECTION 2-2-1 PROVIDING FOR THREE
ALTERNATE PLANNING COMMISSION MEMBERS**

Date: July 7, 2025

BACKGROUND

The adoption of this ordinance will provide staff with three alternate Planning Commission members to help offset scheduling difficulties and avoid the possibility of having to cancel meetings due to a lack of a quorum. This will allow volunteers with busy schedules to still serve their community in a lighter capacity through covering planned work travel, surgeries, vacations, etc.

STAFF RECOMMENDATION

Staff recommends the adoption of Ordinance 901.

ATTACHMENTS

1. Ordinance 903- Amending Section 2-2-1 PC Membership

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 903

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING COWETA CITY CODE, TITLE 2, "BOARDS AND COMMISSIONS", CHAPTER 2-2, "PLANNING COMMISSION", SECTION 2-2-1, "COMMISSION CREATED; MEMBERSHIP; TERMS OF OFFICE; VACANCIES"; PROVIDING FOR THREE (3) ALTERNATE MEMBERS OF THE PLANNING COMMISSION TO PARTICIPATE IN MEETINGS DURING THE TEMPORARY ABSENCE OF REGULAR MEMBERS OF THE COMMISSION AND THAT ABSENCE PREVENTS THE PRESENCE OF A THREE (3) MEMBER QUORUM; PROVIDING THAT ANY REGULAR OR ALTERNATE MEMBER OF THE COMMISSION MAY BE REMOVED FOR INEFFICIENCY, NEGLECT OF DUTY, OR MALFEASANCE IN OFFICE BY THE MAYOR, AFTER A PUBLIC HEARING BEFORE THE COUNCIL; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Coweta City Code Title 2, "Boards and Commissions", Chapter 2-2, "Planning Commission", Section 2-2-1, "Commission Created; Membership; Terms Of Office; Vacancies", be and the same is now amended to read as follows:

"2-2-1 Commission Created; Membership; Terms Of Office; Vacancies

There is here created a Planning Commission to be composed of five (5) members. The Mayor shall appoint members of the Planning Commission to serve three (3) year staggered terms as currently in effect, subject to confirmation by the City Council. Terms of regular members shall commence on June 1 and expire at midnight on May 31 of their third year, provided that they shall continue to serve until their successor is duly appointed and confirmed by the Council. In the event of a vacancy on the Commission for any reason, a successor shall be appointed as provided in this section only for the unexpired term of such vacancy. In addition to regular members of the Planning Commission, the Mayor may appoint a maximum of three (3) alternate members to the Commission who shall only participate in meetings during the temporary absence of regular members of the Commission and that absence prevents the presence of a three (3) member quorum of the Commission. First, second, and third alternate members may be appointed by the Mayor, subject to confirmation by the City Council to serve an unstaggered three-year term commencing on June 1 and expiring at midnight on May 31 of the third year. All regular and alternate members shall reside within the Coweta city limits. Any regular or alternate member of the Commission may be removed for inefficiency, neglect of duty, or malfeasance in office by the Mayor, after a public hearing before the Council, provided that any regular member's failure to attend three (3) consecutive regular meetings of the Commission shall be prima facie evidence of inefficiency and neglect of duty."

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety, by preserving the Coweta Planning Commission's ability to maintain a quorum for conducting Commission business and providing for the orderly development of the City. For this reason, this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 7th day of July 2025.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick T. Boulden, City Attorney



P.O. BOX 850
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Memorandum

To: Honorable Mayor and City Council

From: Carolyn Back, Community Development Director

Re: **ORDINANCE 904 - AMENDING SECTION 12-3B-1 PROVIDING FOR THREE
ALTERNATE BOARD OF ADJUSTMENT MEMBERS**

Date: July 7, 2025

BACKGROUND

The adoption of this ordinance will provide staff with three alternate Board of Adjustment members to help offset scheduling difficulties and avoid the possibility of having to cancel meetings due to lack of a quorum. This will allow volunteers with busy schedules to serve their community in a lighter capacity by covering planned work travel, surgeries, vacations, etc.

STAFF RECOMMENDATION

Staff recommends the adoption of Ordinance 904.

ATTACHMENTS

1. Ordinance 904- Amending Section 12-3B-1 BOA Membership

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 904

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING COWETA CITY CODE, TITLE 12, "ZONING", CHAPTER 12-3, "ADMINISTRATION AND ENFORCEMENT", ARTICLE 12-3B, "BOARD OF ADJUSTMENT; APPEALS", SECTION 12-3B-1, "BOARD ESTABLISHED; MEMBERS; APPOINTMENT; TERM"; PROVIDING FOR THREE (3) ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENT TO PARTICIPATE IN MEETINGS DURING THE TEMPORARY ABSENCE OF REGULAR MEMBERS OF THE BOARD AND THAT ABSENCE PREVENTS THE PRESENCE OF A THREE (3) MEMBER QUORUM; PROVIDING THAT ANY REGULAR OR ALTERNATE MEMBER OF THE BOARD MAY BE REMOVED FOR INEFFICIENCY, NEGLECT OF DUTY, OR MALFEASANCE IN OFFICE BY THE MAYOR, AFTER A PUBLIC HEARING BEFORE THE COUNCIL; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Coweta City Code Title 12, "Zoning", Chapter 12-3, "Administration and Enforcement", Article 12-3B "Board of Adjustment; Appeals", Section 12-3B-1, "Board Established; Members; Appointment; Term", be and the same is now amended to read as follows:

"12-3B-1 Board Established; Members; Appointment; Term

There is established by this section a Board of Adjustment of the City with the powers and duties provided by statute and this Article 3B. The Board of Adjustment shall consist of five (5) members, who shall be nominated by the Mayor to serve three (3) year staggered terms as currently in effect, subject to confirmation by the City Council. Terms of regular members shall commence on June 1 and expire at midnight on May 31 of their third year, provided that they shall continue to serve until their successor is duly appointed and confirmed by the Council. In the event of a vacancy on the Board for any reason, a successor shall be appointed as provided in this section only for the unexpired term of such vacancy. In addition to regular members of the Board of Adjustment, the Mayor may appoint a maximum of three (3) alternate members to the Board who shall only participate in meetings during the temporary absence of regular members of the Board and that absence prevents the presence of a three (3) member quorum of the Board. First, second, and third alternate members may be appointed by the Mayor, subject to confirmation by the City Council to serve an unstaggered three-year term commencing on June 1 and expiring at midnight on May 31 of the third year. All regular and alternate members shall reside within the Coweta city limits and shall serve without pay. Any regular or alternate member of the Board may be removed for inefficiency, neglect of duty, or malfeasance in office by the Mayor, after a public hearing before the Council, provided that any regular member's failure to attend three (3) consecutive regular meetings of the Board shall be prima facie evidence of inefficiency and neglect of duty.

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety, by preserving the Coweta Board of Adjustment's ability to maintain a quorum for conducting Board business and providing for the orderly development of the City. For this reason, this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 7th day of July 2025.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick T. Boulden



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Memorandum

To: Honorable Mayor and City Council

From: Carolyn Back, Community Development Director

Re: **RESOLUTION 2025-20 - ANNEXATION FOR E 101ST ST S AND S 273RD E AVE**

Date: July 7, 2025

BACKGROUND

The City of Coweta staff is seeking approval to initiate procedures for the annexation of territory into the city limits with a public hearing proposed for August 4, 2025 at 6:00 PM.

STAFF RECOMMENDATION

Staff requests permission to proceed with the annexation process.

ATTACHMENTS

1. 20250707 Annexation Resolution 2025-20 Final with Exhibits A-1 A-2
2. Annexation Map - Exhibit A-2

CITY OF COWETA, OKLAHOMA

RESOLUTION 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; INITIATING PROCEDURES FOR THE ANNEXATION OF TERRITORY INTO THE CITY LIMITS; GENERALLY DESCRIBING THE SUBJECT TERRITORY AS LAND SOUTH OF EAST 101ST STREET, NORTH OF EAST 106TH STREET, EAST OF 264TH EAST AVENUE, WEST OF 273RD EAST AVENUE, AND BORDERING STATE HIGHWAY 351 (THE MUSKOGEE TURNPIKE) TO THE SOUTHWEST, ALL LYING WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18-NORTH, RANGE 15-EAST OF THE INDIAN BASE AND MERIDIAN, WITHIN WAGONER COUNTY, STATE OF OKLAHOMA; MORE PARTICULARLY IDENTIFYING THE SUBJECT PROPERTY IN THE LEGAL DESCRIPTION AND MAP ATTACHED AS EXHIBIT "A.1" AND "A.2"; SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION FOR MONDAY, AUGUST 4, 2025, AT 6:00 P.M., IN COWETA CITY HALL; DIRECTING THE CITY MANAGER TO TAKE CERTAIN ACTIONS ON BEHALF OF THE CITY COUNCIL TO COMPLY WITH OKLAHOMA ANNEXATION LAWS, TITLE 11, OKLAHOMA STATUTES, SECTIONS 21-101 ET SEQ.; AND THEREAFTER AUTHORIZING THE COUNCIL TO LAWFULLY CONSIDER AND ACT ON THE PROPOSED ANNEXATION.

Whereas, the Coweta City Council has received a request from its Community Development staff that the City Council consider the annexation of certain territory into the Coweta city limits on its own initiative, pursuant to title 11 Oklahoma Statutes, Subsection 21-103(D); and

Whereas, the subject territory is generally described as 136 acres, more or less, located south of East 101st Street, north of East 106th Street, east of 264th East Avenue, West of 273rd East Avenue, and bordering State Highway 351 (the Muskogee Turnpike) to the southwest, all lying within the Northeast Quarter of Section 26, Township 18-North, Range 15-East of the Indian Base and Meridian, within Wagoner County; as more particularly described and depicted in the legal description and map attached as Exhibit "A.1" and "A.2"; and

Whereas, Title 11 Oklahoma Statutes, Subsection 21-103.D authorizes the City Council to annex any territory adjacent or contiguous to the City on its own initiative subject to public notice and a public hearing on the proposed annexation; and

Whereas, in accordance with Title 11 Oklahoma Statutes, Subsection 21-103.D, before the City Council may consider and act upon its own initiative the City Council is required to provide published and mailed notice and a public hearing regarding this proposed annexation; and

Whereas, the required published and mailed notices must describe the boundaries of the territory proposed to be annexed by reference to a map, geographical locations, legal or physical

description or other reasonable designation and state the date, time, and place the City Council shall conduct a public hearing on the question of annexing the territory; and

Whereas, the described notice shall be published in a legal newspaper of general circulation in the territory sought to be annexed within fourteen (14) days following the date the City Council directs the notice to be published and the Council's public hearing of such annexation shall be held no earlier than fourteen (14) days nor more than thirty (30) days following the publication and mailing of the required notice;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta, Oklahoma that:

Section 1. The City Council, acting upon the recommendation of its Community Development staff, by this Resolution, initiates for its consideration the annexation of certain territory into its city limits and declares it will conduct a public hearing on the proposed annexation on Monday, August 4, 2025, at 6:00 p.m., in Coweta City Hall, 310 South Broadway, Coweta, OK 74429.

Section 2. The City Council directs the City Manager to publish the required notice of the proposed annexation and public hearing in the Wagoner County American-Tribune on Wednesday, July 16, 2025, in accordance with Title 11 Oklahoma Statutes, Subsection 21-103.D.

Section 3. The City Council further directs the City Manager to mail the required notice on Wednesday, July 16, 2025, by first-class mail to: (1) all owners of property proposed to be annexed as shown by the current year's ownership rolls in the office of the Wagoner County Treasurer, (2) to the Oklahoma Department of Transportation, and (3) to the Sales and Use Tax Division of the Oklahoma Tax Commission, in accordance with Title 11 Oklahoma Statutes, Subsection 21-103.D. On the same day, the City Manager is directed to mail the required notice, by certified mail to every person who owns a parcel of land of five (5) acres or more used for agricultural purposes and to the Wagoner County Board of Commissioners.

Section 4. The published and mailed notice must describe the boundaries of the territory proposed to be annexed by reference to a map, geographical locations, legal or physical description or other reasonable designation and state that the City Council shall conduct a public hearing on the question of annexing the territory on Monday, August 4, 2025, at 6:00 p.m., in Coweta City Hall, 310 South Broadway, Coweta, OK 74429.

Section 5. The City Manager is directed to prepare a service plan for the extension of City services within the territory proposed to be annexed, including, but not limited to, water, sewer, fire protection, law enforcement and the cost of such services appropriate to the proposed annexed territory and that the proposed service plan shall then be made available for public inspection at Coweta City Hall, 310 South Broadway, Coweta, OK 74429 on and after Wednesday, July 16, 2025.

This Resolution is approved in an open meeting by the City Council of the City of Coweta on this 7th day of July 2025.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick Boulden, City Attorney

LEGAL DESCRIPTION OF THE PROPOSED ANNEXATION
EXHIBIT "A-1"

Tract 1:

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, at the Northwest corner of said NE/4 of Section 26; Thence 685ft South along the section line; Thence East 470 feet; Thence North 185 feet; Thence East 290 feet; Thence North 335 feet and West 820 feet along the property lines less that part of the Oklahoma Turnpike Authority (recorded in Book 365 at Page 195) to the point of beginning.

Tract 2:

Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) less that part of the Oklahoma Turnpike Authority (recorded in Book 365 at Page 195) and Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and West Half (W/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Tract 3:

Northeast Quarter (NE/4) of Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the US Government Survey thereof, less Turnpike.

Tract 4:

North Half of the Southeast Quarter of the Northeast Quarter, LESS AND EXCEPT Turnpike right of way and East Half of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section Twenty-Six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Tract 5:

The North 185.00 Feet of the East 235.46 feet of the South Half of the South Half of the Northeast Quarter of Section Twenty-Six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Tract 6:

South Half of the South Half of the Northeast Quarter LESS North 185 feet of East 235.46 feet thereof in Section Twenty-Six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof.

LEGAL DESCRIPTION OF THE PROPOSED ANNEXATION
EXHIBIT "A-1"

The afore-described tracts of land create a perimeter being described as follows.

A tract of land lying in the Northeast Quarter of Section 26, Township 18 North, Range 15 East of the Indian Meridian, Wagoner County, Oklahoma being more particularly described as follows:

BEGINNING at the southeast corner of said Northeast Quarter;

THENCE South 89°00'16" West, along the south line of said Northeast Quarter and the south line of that certain General Warranty Deed recorded in Book 2602, Page 136 a distance of 2,636.90 feet to the southwest corner of said General Warranty Deed and the southwest corner of said Northeast Quarter;

THENCE North 01°24'39" West, along the west line of said Northeast Quarter and the west line of that certain General Warranty Deed recorded in Book 2602, Page 136 and General Warranty Deed recorded in Book 889, Page 656 and Corrective Deed of Consolidation recorded in Book 2824, Page 456 a distance of 2,638.04 feet to the northwest corner of said Corrective Deed of Consolidation and the northwest corner of said Northeast Quarter;

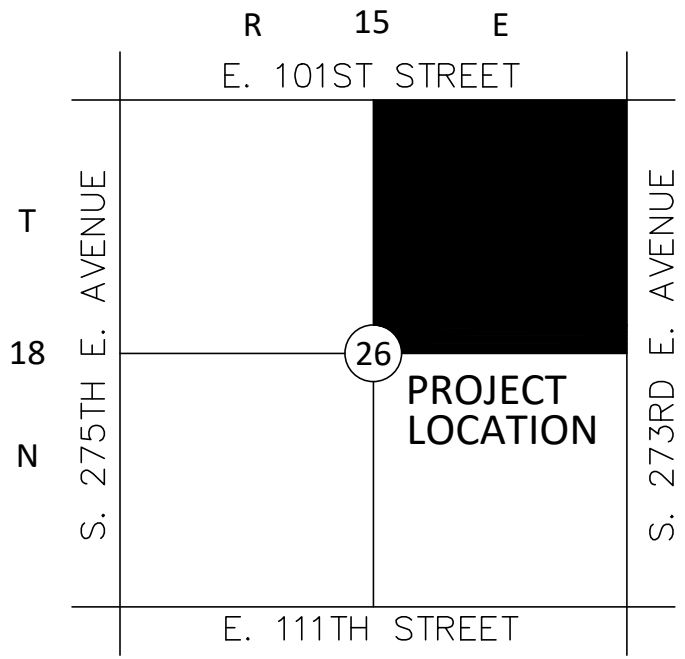
THENCE North 88°57'08" East, along the north line of said Corrective Consolidation Deed and said line extended and the north line of said Northeast Quarter, a distance of 768.26 feet to a point on the present westerly right of way line of the Muskogee Turnpike as established by that certain Oklahoma Turnpike Authority Highway Easement Case No. 14895 JEJ MU-194;

THENCE South 60°32'45" East, along said westerly right of way line of said Muskogee Turnpike Case No. 14895 and Case No. 14900, a distance of 2,174.93 feet to a point on the east line of said Northeast Quarter;

THENCE South 01°28'26" East, along said east line, a distance of 1,536.52 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 5,925,606 square feet or 136.0332 acres, more or less.

The Oklahoma State Plane Coordinate System (NAD 83-North Zone) using North 01°28'26" West along the east line of the Northeast Quarter (NW/4) of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian was used as the basis of bearings for this description.



GENERAL NOTES:

1. The Oklahoma State Plane Coordinate System (NAD 83-North Zone) using North 01°28'26" West along the east line of the Northeast Quarter (NW/4) of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian was used as the basis of bearings for this survey.
2. All improvements are not shown at the request of the owner.
3. A title commitment, indicating applicable easements, has not been provided, therefore all easements may not be shown hereon.
4. This survey meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

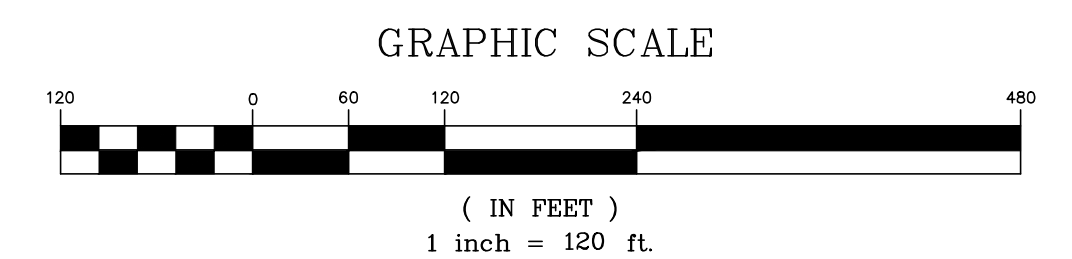
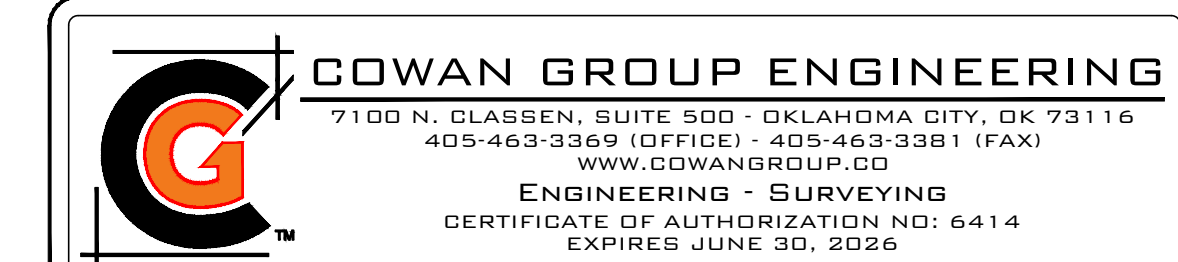
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EXHIBIT
SURVEY FOR 273RD AND 101ST
E. 101ST STREET
COWETA, WAGONER COUNTY
STATE OF OKLAHOMA



Page: 1 of 1