



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

AGENDA - REGULAR MEETING
COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, NOVEMBER 3, 2025 6:00 PM

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chair and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

Naomi Hogue ____ Jeremy Barnett ____ Lauren Givan ____ Joshua Wilburn ____
Donald Vieth ____

III. CONSENT

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

1. **MINUTES OF REGULAR MEETING**

Approval of the minutes of the Coweta Industrial Development Authority Meeting held on September 8, 2025. *Marcy Kilgore, City Clerk/ Treasurer*

2. **RATIFICATION REGARDING HOTEL TAX INCENTIVE AGREEMENT**

Ratification of the action taken by the Coweta City Council regarding a certain hotel tax incentive agreement between Prenivi, LLC, and the Coweta Industrial Development Authority.
Julie A. Casteen, Trust Manager

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

V. ADMINISTRATION

1. **CIDA'S CONSENT TO A PUD REZONING APPLICATION**

Consider and possible action to consent to a planned unit development rezoning application, PUD C 25 03, filed by Lou Reynolds, Eller & Deitrich, P.C., for property located in: The Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 30, Township 17 North, Range 16 East of the Indian Meridian, Wagoner County, State of Oklahoma;

And in:

The East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4) of Section 30, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, LESS the West 110 feet of the North 250.00 feet of the South 750 feet.

Julie A. Casteen, Trust Manager

VI. NEW BUSINESS

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

VII. 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 INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
SEPTEMBER 8, 2025, 6:48 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 Trustees of the Coweta Industrial Development Authority met in regular session on Monday, September 8, 2025, at 6:48 p.m. following the meeting of the Coweta Public Works Authority at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Jeremy Barnett, Lauren Givan, Joshua Wilburn, Donald Vieth

TRUSTEES ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

Motion by Naomi Hogue, second by Jeremy Barnett to approve the consent calendar items:

1. Minutes of the Coweta Industrial Development Authority Regular meeting held on August 4, 2025.
2. Affirmation of the actions taken by the Coweta City Council as it pertains to the approval of the City of Coweta 2025 meeting schedules and 2025 holiday calendars.

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

IV. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
SEPTEMBER 8, 2025, 6:48 P.M.**

1. COWETA FOOD TRUCK PARK LOCATED SOUTH OF COWETA CITY HALL AT THE NORTHWEST CORNER OF BROADWAY AND ASH STREET TO BE CONSTRUCTED FOR AN ESTIMATED COST OF \$485,713.75

Trust Manager Julie Casteen led discussion and requested possible action related to the approval of the construction of a Food Truck Park to be located south of Coweta City Hall at the northwest corner of Broadway and Ash Street for an estimated cost of \$485,713.75, funded by a contribution of \$242,856.87 from Wagoner County Economic Development Authority (WCEDA), and \$242,856.88 from unencumbered fund balance, and authorization for the Trust Manager to negotiate and execute a grant funding agreement with WCEDA,

Motion by Naomi Hogue, second by Jeremy Barnett to approve the construction of a Food Truck Park to be located south of Coweta City Hall at the northwest corner of Broadway and Ash Street for an estimated cost of \$485,713.75, funded by a contribution of \$242,856.87 from Wagoner County Economic Development Authority (WCEDA), and \$242,856.88 from unencumbered fund balance, and authorization for the Trust Manager to negotiate and execute a grant funding agreement with WCEDA,

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilborn
Donald Vieth

2. RESOLUTION 2025-31 REGARDING BUDGET AMENDMENTS

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-31, a resolution of the Trustees of the Coweta Industrial Development Authority: adopting amendments to the annual appropriations for the budget of the Coweta Industrial Development Authority, Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating \$242,856.88 from unencumbered fund balance and \$242,856.87 in grant contributions for a total \$485,713.75 for as food truck in the Coweta Broadway District.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-31, a resolution of the Trustees of the Coweta Industrial Development Authority: adopting amendments to the annual appropriations for the budget of the Coweta Industrial Development Authority, Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating \$242,856.88 from unencumbered fund balance and \$242,856.87 in grant contributions for a total \$485,713.75 for as food truck in the Coweta Broadway District.

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
SEPTEMBER 8, 2025, 6:48 P.M.**

Aye: Naomi Hogue
Jeremy Barnett
Lauren Givan
Joshua Wilburn
Donald Vieth

VI. NEW BUSINESS

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

No new business.

VII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:58 p.m.

Naomi Hogue, Chairman

Jeremy Barnett, Trust Secretary



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Memorandum

To: Honorable CIDA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **RATIFICATION REGARDING HOTEL TAX INCENTIVE AGREEMENT**

Date: November 3, 2025

BACKGROUND

Prenivi, LLC is requesting approval of a sales tax incentive agreement to recover the full amount allocated in its original 2013 agreement. As of January 2025, Prenivi has received \$153,921.40 against the original multi-million dollar investment made in the hotel site:

Tax Year	Tax Collected	Incentive Amount	
2015	\$ 5,671.14	\$ 2,835.57	
2016	26,393.32	13,196.66	
2017	27,488.68	13,744.37	
2018	28,163.24	14,081.65	
2019	31,444.44	15,722.24	
2020	23,296.72	11,648.36	
2021	41,602.46	20,801.23	
2022	41,341.87	20,670.94	
2023	42,994.62	21,497.33	
2024	39,446.10	19,723.05	
	<u>\$ 307,842.59</u>	<u>\$ 153,921.40</u>	paid as of 1/2025
2025	50,792.57	\$ 25,396.29	estimated payment for 2025 collections
	<u>\$ 358,635.16</u>	<u>\$ 179,317.69</u>	Total estimated through 2025

Community Benefits:

- **Job Creation:** The hotel has generated new employment opportunities, strengthening the local economy.
- **Revenue Growth:** Hotel tax receipts in 2024 increased by 49.4% compared to the

second year of opening in 2016. The COVID-19 pandemic severely impacted revenues in 2020.

Agreement Terms:

- Prenivi, LLC will receive a rebate of 50% of the hotel tax collected for up to five years.
- The rebate is capped at \$750,000, including the amount already paid under the original agreement. The agreement will cease if \$750,000 cap is reached before the end of the 5-year period.

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

STAFF RECOMMENDATION

Staff recommends ratification of the action taken by the Coweta City Council regarding an incentive agreement with Prenivi, LLC for an amount not to exceed \$596,078.60, with a funding source of 50% of the hotel tax collected from Prenivi, LLC.

ATTACHMENTS

1. Hotel Tax Incentive Renewal

AGREEMENT

The Agreement is entered into by the Coweta Industrial Development Authority (“CIDA”), an Oklahoma Trust, and Prenivi, LLC, an Oklahoma limited liability company (“Company”).

RECITALS

1. The Company operates and maintains a hotel business with related activity (“Facility”) located in the City of Coweta, Wagoner County, State of Oklahoma (“Property”), more particularly described as follows:

A tract of land in the NE/4 and the SE/4 of Section 12, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows to wit:

Commencing at the NE corner of the NE/4 SE/4 of said Section 12, thence N89° 57' 00”W and along the North line of said NE/4 SE/4 for 526.80 feet to the Easterly line of OSH #51 as described in Book 227 at Page 87 of the records of the County Clerk of said County and State to the point of Beginning, thence S28° 36' 11”E for 80.30 feet along said right of way, thence S89° 57' 00”E for 286.40 feet, thence N00° 02' 00”W for 367.82 feet to a point, thence due west for 258.70 feet to a point, thence S00° 02' 00”E for 297.13 feet to appoint on the North line of said NE/4 SE/4, thence N89° 57' 00”W and along the North line of said NE/4 SE/4 for 66.10 feet to the Point of Beginning.

Physical address is: 13593 South Hwy 51
Coweta, Oklahoma 74429

2. CIDA, by approval of this agreement, has made a legislative decision that a public purpose exists that supports the renewal of incentives to Company. The benefits to the public include, but are not limited to:
 - (a) The continued use of property that had remained vacant for many years, without significant economic activity, with a total investment by Company at this location in the approximate amount of \$3,750,000.

- (b) The retention of jobs for the residents of the City of Coweta, Oklahoma, especially considering the employment losses in the Coweta area and limited employment opportunities for the residents of the City of Coweta, Oklahoma;
- (c) Additional opportunities for the residents of the City of Coweta, Oklahoma, for the purpose of improving the quality of life of the residents of the City;
- (d) The continuation of additional sales tax opportunities, both as a direct result of the development and indirectly to the surrounding businesses that will benefit from the increased economic activity in the area;
- (e) By approval of this agreement, CIDA finds that there is a direct relationship between the amount of taxes generated by Company and the economic benefits, jobs benefits, and quality of life benefits realized by the residents of the City of Coweta, Oklahoma.

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

A. Hotel Tax Incentive Contribution. For a period commencing on July 1, 2025, and continuing until the following June 30, CIDA shall pay to the Company fifty percent (50%) of the Hotel Tax that is collected in tax generated from any and all persons doing business with Company, not to exceed \$750,000.00 during the life of the previous agreement and this renewal (the “Hotel Tax Incentive Contribution”). Thereafter, this agreement shall have four (4) additional renewal years, in which the agreement shall be resubmitted for approval to the Trustees for the Coweta Industrial Development Authority for renewal for each of the subsequent years, with a review of the above public purposes to ensure that there is a continuing public benefit to this agreement. Provided, the Hotel Tax Incentive Contribution:

- (1) Shall apply to the Hotel Tax generated from Company and any other CIDA approved assignee.
- (2) Shall authorize CIDA staff to issue payment from CIDA, to the Company, on an annual basis within 30 days after the December Hotel Tax is remitted to the City.
- (3) Shall not be reduced or offset by the CIDA at any time.
- (4) Shall continue in an amount equal to fifty percent (50%) of the Hotel Tax Incentive Contribution over a five (5) year period as stated above without regard to whether the total Hotel Tax percentage is increased or decreased during the term hereof.
- (5) Shall cease at the earlier of the end of a Term of five (5) years, or whenever Company has been reimbursed a total of seven hundred fifty thousand dollars (\$750,000) by the original agreement and renewal, whichever shall occur first.

B. Records. CIDA shall maintain accurate records of all Hotel Tax revenue received, either directly or indirectly, for sales made by Company or any CIDA approved assignee,. CIDA shall provide the Company with a written summary of the Hotel Tax revenues, in a form reasonably acceptable to the Company, concurrently with delivery of payment from CIDA to the Company as required by this agreement. The Company shall have the right to inspect any and all such records, during normal business hours of CIDA. The Company can also obtain an accounting and/or audit of such records, at the sole cost of the Company.

C. Miscellaneous.

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

counterpart identical thereto except having additional signature pages executed by other parties to this agreement attached thereto.

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

CIDA Trust Manager
P.O. Box 850
Coweta, OK 74429

Prenivi, LLC
Attn: Reena Patel
14050 South Hwy. 51
Coweta, OK 74429

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

- (8) CIDA and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this agreement.
- (9) The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
- (10) Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF CIDA, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO CIDA FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 3rd day of November 2025.

PRENIVI, LLC

By: _____
Reena R. Patel

THE CITY OF COWETA, OKLAHOMA,

Naomi Hogue, Mayor

THE COWETA INDUSTRIAL DEV. AUTH.,

Naomi Hogue, Chair

ATTEST:

Marcy Kilgore, City Clerk/Trust Secretary

APPROVED:

Patrick T. Boulden, Trust Attorney