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**AGENDA - SPECIAL MEETING
COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, FEBRUARY 2, 2026 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 ____ Daniel Beatie ____ 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 SPECIAL MEETING**

Approval of the minutes of the Coweta Industrial Development Authority Special Meeting held on January 6, 2026. *Marcy Kilgore, City Clerk/Treasurer*

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

V. ADMINISTRATION

1. **AGREEMENT WITH TANNER CONSULTING, LLC TO PROVIDE SURVEY, CIVIL, AND LANDSCAPE DESIGN SERVICES FOR THE COWETA FOOD TRUCK PARK IN THE AMOUNT OF \$51,900, TO BE PAID FROM ACCOUNT 40-5410.140, AND AUTHORIZE THE TRUST MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE AGREEMENT.**

Discuss and consider approval of an agreement with Tanner Consulting, LLC to provide design and bidding services in the amount of \$51,900 for the Coweta Food Truck Park, to be paid from account 40-5410.140, and authorize the Trust Manager to execute all documents related to the agreement.

Julie A. Casteen, Trust Manager

VI. ADJOURNMENT

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

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING
JANUARY 6, 2026, 6:15 P.M.**

The agenda for this meeting was posted at least 48 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 special session on Tuesday, January 6, 2026, at 6:15 p.m. following the special meeting of the Coweta Public Works Authority at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

TRUSTEES ABSENT: Daniel Beatie.

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 December 1, 2025.

Aye: Naomi Hogue
Jeremy Barnett
Joshua Wilburn
Donald Vieth

IV. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

1. RESOLUTION 2025-42 BANK SIGNATORIES

Trust Manager Julie Casteen led discussion and requested possible action related to adoption of Resolution 2025-42, a resolution of the Coweta Industrial Development Authority approving Naomi Hogue, Chairman; Julie Casteen, Trust Manager; McKay Hale, Assistant Trust Manager; and Marcy Kilgore, City Clerk as the authorized signatories on certain accounts held by the First National Bank of Coweta.

**MINUTES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING
JANUARY 6, 2026, 6:15 P.M.**

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2025-42, a resolution of the Coweta Industrial Development Authority approving Naomi Hogue, Chairman; Julie Casteen, Trust Manager; McKay Hale, Assistant Trust Manager; and Marcy Kilgore, City Clerk as the authorized signatories on certain accounts held by the First National Bank of Coweta.

Aye: Naomi Hogue
Jeremy Barnett
Joshua Wilburn
Donald Vieth

**2. AUTHORIZATION TO PURSUE A QUIET TITLE IN DISTRICT COURT
RELATED TO CIDA OWNED PROPERTY**

Authorization for the Trust Attorney Patrick Boulden and the employment of attorney Gentra Sorem and Conner & Winters, LLP to file a Quiet Title action in Wagoner County District Court against Markam-Redbird Gas in order to remove a cloud on the following property owned by the Coweta Industrial Development Authority: The Southeast Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 16 East, Wagoner County, Oklahoma.

Motion by Naomi Hogue, second by Joshua Wilburn to approve authorization for the Trust Attorney Patrick Boulden and the employment attorney Gentra Sorem and Conner & Winters, LLP to file a Quiet Title action in Wagoner County District Court against Markam-Redbird Gas in order to remove a cloud on the following property owned by the Coweta Industrial Development Authority: The Southeast Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 16 East, Wagoner County, Oklahoma.

Aye: Naomi Hogue
Joshua Wilburn
Jeremy Barnett

Nay: Donald Vieth

VI. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:28 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: AGREEMENT WITH TANNER CONSULTING, LLC TO PROVIDE SURVEY, CIVIL, AND LANDSCAPE DESIGN SERVICES FOR THE COWETA FOOD TRUCK PARK IN THE AMOUNT OF \$51,900, TO BE PAID FROM ACCOUNT 40-5410.140, AND AUTHORIZE THE TRUST MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE AGREEMENT.

Date: February 2, 2026

BACKGROUND

The concept for the Coweta Food Truck Park originated in 2024 as staff evaluated options to expand parking capacity in preparation for the Highway 72 reconstruction project. During this process, staff interviewed multiple civil and landscape design firms to develop conceptual renderings for three related initiatives: the Food Truck Park, planned improvements at Roland Park, and a Community Garden.

Tanner Consulting was selected based on its flexibility, proximity to Coweta, and competitive cost estimates. Using Tanner's conceptual design, CIDA secured funding from the Wagoner County Economic Development Authority to cover approximately half of the estimated cost of the Food Truck Park.

The total cost for engineering and design services, including construction specifications and administration of the bidding process, is \$51,900. Completion of these bid documents is necessary to solicit construction bids for potential award at a future date.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Coweta-Food Truck Park-Design Services

January 15, 2026

Julie Casteen
City Manager- City of Coweta
310 S. Broadway
PO Box 850, Coweta, OK 74429
jcasteen@cityofcoweta-ok.gov

Re: Food Truck Park – Coweta, OK
Our Project No: 24347

Dear Julie,

Thank you for the opportunity to propose survey, civil, and landscape services for the future Food Truck park in Coweta. Our offer to provide consulting services is attached and includes the scope of services, fee schedule and terms & conditions. Our proposal is based on discussion with you and our understanding of your requirements for services. Please let us know if you require other services.

This proposal may be accepted by an authorized signature in the space provided. Please sign, date and return a copy to us. This proposal may also be accepted by your authorization to proceed with the proposed services. This proposal expires if not accepted within 30 days.

We look forward to the opportunity to build our relationship with the City of Coweta. If you have any questions, please give me a call.

Best regards,

Derek R. McCall, PLA, ASLA
Director of Landscape Architecture
Tanner Consulting



Tanner Consulting Preliminary Concept

Scope of Services: The following scope of services is based upon our understanding of the project and requested tasks. Tanner Consulting is to provide survey, civil and landscape design services in order to provide a complete set of bid-ready plans. This scope is based off an estimated construction cost of \$485,714. Items listed as hourly will be billed according to the attached hourly rates. Please review for any additional services required.

Design Survey: (Fixed Fee - \$6,500) includes the following:

- Request OKIE locates and survey flagged locations
- Obtain existing topographic data as needed to complete plans
- Determine depths of private and public sewer lines if visible/flagged.
- May include combination of traditional surveying and drone mounted LiDAR

Civil Engineering Design - (Fixed Fee \$37,150) includes the following:

- Civil site demolition plan
- Civil site plan
- Enlarged site plan(s) if required
- Civil construction details
- Grading and storm plan
- Existing and proposed drainage plan
- Utility plan (water, sewer, electric, gas, and communications)
- Site photometrics (if required)
- No detention design included.
- Oklahoma DEQ engineering reports for water and sewer are not included
- Specifications to be included in plans. Separate written specifications not provided

Landscape Architecture Services - (Fixed Fee \$4,750) includes the following:

- Landscape design development level plans
- Landscape construction documents including planting layout, site furnishings, drainage, and plant/materials schedule.
- Specifications to be included in plans. Separate written specifications not provided.

Bidding & Construction Observation - (Hourly – Estimated Fee = \$3,500) typically includes the following:

This is an estimate only. Tanner Consulting will respond to construction issues on an as-needed basis.

- Solicit bids and tabulate results
- RFI Responses during construction
- Onsite Meetings/Inspections

Exclusions: The scope of services outlined above specifically excludes the following:

- Irrigation layout
- Offsite analysis of City Infrastructure
- ODOT permit coordination
- Payment of any fees related to permitting, plan review, excess capacity, platting, etc.
- Discovery of sub-surface improvements or conditions not disclosed in the public records
- Geotechnical services and/or soils testing
- Any other services not listed within the scope above.

Authorized to proceed pursuant to scope and terms and conditions:

By: _____ **Date:** _____

Julie Casteen
City Manager- City of Coweta

2026 Labor Rates

Site Specific

Labor

Principals	\$220.00 per hour
Licensed Staff	\$180.00 per hour
Professional Staff	\$150.00 per hour
Design & Management	\$135.00 per hour
Production, Cadd & Admin Staff	\$125.00 per hour
Survey Crew (Optical and GPS)	\$200.00 per hour
Survey Crew (Drone and LiDar)	\$260.00 per hour
Sub-Consultant Expense	Reimbursed at Cost plus 10%
Reproduction Expense	Reimbursed at Cost
Fees & Permit Charges	Reimbursed at Cost plus 10%
Shipping & Deliveries	Reimbursed at Cost

All other costs, computer equipment, office supplies, and telecommunications charges are considered a cost of doing business and are included in hourly rates for labor.

Insurance

Professional Liability	\$1,000,000
Worker's Compensation	\$1,000,000
General Liability	\$1,000,000

Billing Process

Invoices are generated twice per month for the periods ending the 15th and the last day of the month. Invoices are issued by EMAIL in pdf format. **If the client does not protest the bill in writing within 10 business days, the client agrees to pay the entire amount.**

Payment is expected within 20 days of the date of the invoice unless prior arrangements have been made. If Authorization to Proceed is not received within thirty days from the date of the receipt of this Agreement, the Agreement and the conditions stated therein will become void.

As a form of payment for the services we provide to you, Tanner Consulting accepts AMERICAN EXPRESS, VISA, MASTERCARD, and DISCOVER credit cards. You can pay by phone or simply stop by our office to process your payment during normal business hours.

Terms & Conditions

This Agreement is effective upon the earlier of CLIENT'S written acceptance of the TANNER proposal or CLIENT'S authorization to proceed with the Services.

SECTION 1: SCOPE OF WORK: TANNER CONSULTING, LLC ("TANNER") shall perform the services defined in the Agreement and shall invoice the CLIENT for those services at the fee schedule rates. Any fee estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this Agreement. If unexpected site conditions are encountered, the scope of work may change even as the work is in progress. TANNER will provide these additional services at the fee schedule rate detailed in the Agreement. All costs incurred because of delays in authorizing the additional work will be billed to the CLIENT. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the CLIENT will furnish TANNER with right-of-access to the site to conduct the planned work. CLIENT will secure all the necessary approvals, permits, licenses and consents necessary for the performance of the services hereunder.

SECTION 3: OWNERSHIP OF DOCUMENTS: Except for reference and coordination purposes, all documents prepared by TANNER are instruments of TANNER'S service for use solely with respect to the Project and, TANNER shall be deemed the author of these documents and shall retain all Common Law, statutory and other rights, including the copyright. The client shall be permitted to retain copies including reproducible copies of TANNER'S documents for information and reference. TANNER'S documents shall not be used by the CLIENT for other projects, or for completion of the Project by others, unless TANNER is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to TANNER. Submission or distribution of TANNER'S documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication or derogation of TANNER'S reserved rights.

SECTION 4: STANDARD OF CARE: Services performed by TANNER will be conducted consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No warranty, express or implied, is made or intended by the Agreement or by furnishing oral or written reports of the findings made. CLIENT acknowledges that actual conditions encountered may vary from those anticipated, and that the data, interpretations and recommendations of TANNER are based solely upon the data available to TANNER. TANNER will be responsible for TANNER'S interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. TANNER will act only as an advisor in dealing with governmental agencies and does not assume responsibility for the consequences of governmental action or inaction in the processing of permits or project approvals.

SECTION 5: CONFIDENTIALITY: TANNER shall hold confidential all business or technical information obtained from the CLIENT or its affiliates or generated in the performance of services under this agreement and identified in writing by CLIENT as "confidential". TANNER shall not disclose such information without the CLIENT'S consent except to the extent required for; 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive; 4) Protection of TANNER against claims or liabilities arising from performance of services under this Agreement. Confidential information shall not include information in the public domain or lawfully acquired on a non-confidential basis.

SECTION 6: MISCELLANEOUS PROVISIONS: This Agreement shall be governed by the laws of the State of Oklahoma. Causes of action between the parties to this Agreement pertinent to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date the services are completed by TANNER. CLIENT and TANNER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor TANNER shall assign this Agreement without the written consent of the other. This Agreement represents the entire and integrated agreement for the Project between the CLIENT and TANNER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and TANNER.

SECTION 7: LIMITATION OF LIABILITY: In consideration of the relative risks and economic benefit from the Project, CLIENT agrees to limit TANNER'S and its consultants' liability to CLIENT and shall incorporate the same limit in CLIENT'S contracts with each of CLIENT'S construction contractors and vendors for claims arising from TANNER'S professional acts, errors, or omissions or breach of contract or other cause of action such that the liability of TANNER (including obligations under §8) to all those named in §7 shall not exceed in the aggregate the greater of \$100,000 or TANNER'S total fee paid for the services rendered on the Project.

SECTION 8: INSURANCE & INDEMNITY: TANNER carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to CLIENT upon request. Within the limits and conditions of such insurance, TANNER agrees to indemnify and save the CLIENT harmless from and against third party claims for damage, injury or liability but only to the extent caused by the negligent acts of TANNER and persons for whom TANNER is legally liable. TANNER shall not be responsible by this indemnity for any loss, damage or liability greater than the available limits and the conditions of such insurance. TANNER shall not indemnify for any loss, damage or liability arising from any acts by the CLIENT or any person for whom TANNER is not legally responsible. This indemnity neither includes nor shall it be interpreted to imply a duty for TANNER or its insurers to provide CLIENT or any indemnitee with an up-front defense.

SECTION 9: TESTING AND OBSERVATION SERVICES: The presence of TANNER field representatives on the Project site is for the purpose of observation only. TANNER'S work does not include supervision or direction of the Work of the Contractor, his employees, subcontractors or agents. The CLIENT shall advise the Contractor of this limitation on TANNER'S duties. TANNER'S services are for the sole benefit of CLIENT shall not excuse Contractor's failure to comply with the construction documents. TANNER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the construction Work. TANNER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at or around the Project site.

SECTION 10: TERMINATION OF AGREEMENT: This Agreement is terminated to the extent the Project is suspended or abandoned, or the CLIENT'S involvement with the Project is suspended or terminated. CLIENT shall promptly notify TANNER of such suspension or termination. This Agreement may be terminated by either party upon seven days written notice should the other party breach, through no fault of the party initiating the termination, any material term of this Agreement. In the event of termination not the fault of TANNER, TANNER shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

SECTION 11: PROMOTIONAL REFERENCES: TANNER is authorized to use project photography, project name and location for promotional and marketing without restriction.

SECTION 12 CONSENTS AND CERTIFICATES: Requests for the execution of consents or certificates for any purpose shall be provided to TANNER for review and revision at least 14 days prior to execution. TANNER shall not be required to execute certificates or consents that would require knowledge, services, liabilities or responsibilities beyond the scope of this Agreement.

SECTION 13: RELEASE OF ELECTRONIC MEDIA: TANNER is not obligated to release electronic files or documents for any purpose including design and construction. Any release authorized by TANNER is not a substitution for the signed and sealed instruments of services and shall be considered a one-time limited, non-transferrable license to utilize the media for the coordination with the user's services. TANNER may require at its discretion other agreements and conditions to release.

SECTION 14: CONSEQUENTIAL DAMAGES: TANNER and CLIENT waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

SECTION 15: THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or TANNER.